



Trey Hardy
Councilmember

Christine Crawford
Councilmember

Joe Dike
Councilmember

Sam Artino
Mayor

Monty Tapp
Vice-Mayor

Mark Claus
Councilmember

Joel Hagy
Councilmember

CITY COUNCIL — REGULAR COUNCIL MEETING

Tuesday, October 13, 2020 @ 6:30 PM

City Council Chambers

417 Main Street

Huron, Ohio 44839

MEETING LIVESTREAM INFORMATION

Pursuant to Resolution No. 2020-44 adopted by the Huron City Council on June 17, 2020, this regular meeting of Council will be conducted in person in Council Chambers at Huron City Hall and live-streamed on the City of Huron's YouTube channel. The public is free to access, observe and hear the discussions and deliberations of all members of City Council via the following link: <https://www.youtube.com/channel/UCpRAV-AnmIA6lfukQzKakQg>

Please note that as all large public gatherings remain prohibited pursuant to Orders of the Ohio Department of Health and President Trump's coronavirus guidelines, participation in person is highly discouraged. All persons entering the building for the Council Meeting will be required to wear a face mask and subjected to a temperature screening prior to being granted entry.

*A public comments section is included on the meeting agenda. Public participation is protected through submission of comments and questions to the Clerk of Council by phone (419-433-5000 ext. 104) or via e-mail (terri.welkener@huronohio.us) on or before 5:00pm on the day of the meeting of Council. Such comments or questions will be read aloud by the Clerk of Council at the meeting of the body to which it is addressed. **Anyone wishing to be heard during the meeting must make arrangements with the Clerk of Council by calling (phone: 419-433-5000, ext. 1102) or via e-mail (terri.welkener@huronohio.us) on or before 5:00pm on Tuesday, October 13, 2020. Such participation, unless otherwise authorized, must be by telephone. If anyone is unable to participate by phone for any reason, limited exceptions for personal attendance may be authorized.***

- I. Public Hearing** Call to Order - Moment of Silence followed by the Pledge of Allegiance to the Flag
 - I.a** Roll Call
 - I.b** Swear in Witnesses
 - I.c** Public Hearing regarding amendment of Chapter 1125.02 to allow for residential uses within the B-2 District (Downtown Business District).
 - I.d** Motion to Approve/Amend/Deny amendment of Chapter 1125.02 to allow for residential uses within the B-2 District (Downtown Business District).
 - I.e** Adjourn Public Hearing.
- II. Call To Order (Regular Meeting)**
- III. Roll Call of City Council**

IV. Approval of Minutes

IV.a Minutes of Council regular meeting of September 8, 2020.

IV.b Minutes of the work session of September 22, 2020.

V. Audience Comments

The Clerk will read citizen comments received by e-mail, phone or regular mail.

VI. Old Business

VI.a Ordinance No. 2020-17

An ordinance authorizing the Interim City Manager to enter into agreements with AMP Transmission, LLC relating to sale of transmission assets.

VII. New Business

VII.a Resolution No. 2020-58

A resolution authorizing a request from St. Peter School for placement of signage in the median area promoting their 5K and Fun Run event to be held on October 31, 2020.

VII.b Ordinance No. 2020-30

An ordinance amending the zoning code to allow residential uses in the B-2 District.

VII.c Resolution No. 2020-65

A resolution authorizing Change Order No. 1 from Smith Paving and Excavating relating to the US Route 6 Paving Project.

VII.d Ordinance No. 2020-29

An ordinance providing for additional appropriations and estimated resources.

VIII. City Manager's Discussion

IX. Mayor's Discussion

X. For the Good of the Order

XI. Executive Session(s)

Executive session to confer with legal counsel concerning pending action involving the City of Huron.

XII. Return to Regular Session

XII.a Resolution No. 2020-66

A resolution increasing budget for additional legal fees to be paid to Seeley, Savidge, Ebert & Gourash, Co., LPA relating to the Quiet Title Action on the Showboat property.

XIII. Adjournment



TO: Mayor Artino and City Council
FROM: Terri Welkener , Clerk of Council
RE: Ordinance No. 2020-17
DATE: October 13, 2020

Subject Matter/Background

In 2018, the City through Huron Public Power financed the construction of a 50 MW electrical substation in anticipation of the development of Mucci Farms. The substation was constructed at a cost of \$3.5 million and funded utilizing revenue backed taxable notes. Mucci Farms electrical rate was established in order to ensure the full cost of the substation was recouped by the City over the time frame of the agreement.

The City utilizes American Municipal Power (AMP) as its energy supplier for its electrical distribution system. In 2018, AMP expanded their organizational structure to include a transmission operation. As a transmission provider, AMP is able to better control the cost and quality of infrastructure for the transmission portion of the electrical distribution system, ultimately assisting its member communities to improve our competitiveness.

After roughly 10 months of due diligence, the administration is proposing the attached asset purchase agreement, land lease, and operations and maintenance agreement. The premise of the arrangement is as follows:

AMP-T takes ownership of the transmission assets of the substation (aerial highlight rough estimate of the infrastructure)

- AMP-T pays the City net book value at time of closing for those assets - funds utilized for immediate principal payoff of the City's outstanding debt
- AMP-T constructs an additional service redundancy and gains regulatory approval for what is considered "integrated" transmission
- Huron Public Power maintains the distribution portion of the substation, including the transformers and all of the infrastructure from the substation to the customer delivery points.
- Huron Public Power remains the utility provider (including the financial beneficiary of all HPP activity)
- AMP-T takes over all operations and maintenance of the transmission assets portion of the substation going forward (at its cost)
- AMP-T will update the current CT meter at the entry point to HPP to expand our overall capacity beyond current First Energy limit of 36 MW
- AMP-T will have a land lease to ensure they have appropriate access to the land that houses the transmission assets at the substation site
- HPP system to become more reliable with construction of a secondary feed (redundant service line)

The agreement and negotiations have been spearheaded through my office and in coordination with the Law Department. Due to the complexity of the arrangement and at the recommendation of the Law Department, we engaged an outside firm (Bricker & Eckler, LLP) with specialization and experience with public power operations and AMP-T transactions to provide a final review of the agreement and Mucci Farms rate agreement for a total cost not to exceed \$9,900. The costs of this are financed through electrical proceeds.

This concept has been presented and discussed with the Finance Committee at multiple meetings, including a joint session of the Committee and Council. In addition, representatives from other communities that have authorized transactions with AMP-T have attended and provided additional feedback on the process. The administration is inviting representatives from AMP-T to an upcoming Council meeting to ensure an additional comment period.

Financial Review

The financials of this agreement have been discussed with the Finance Committee and Council over the past 6 months. The draft agreement does not change Staff's recommendation to move forward with selling the transmission assets to AMP-T. It is important to note that selling Huron Public Power's transmission assets would have no impact on the utility side of Huron Public Power. Huron Public Power would still be the utility - we would just be changing who owns the transmission assets that get the power to us. All financial activity would remain Huron Public Power's.

The sale of assets would accelerate the City's paydown of the debt by 3-4 years. This would result in a \$150,000 savings on interest payments and cost of debt issuance. Sale of the transmission assets would shift the liability for metering to the new owner of the transmission assets - shifting \$100,000-\$150,000 worth of cost off the City's liability sheet. The sale of assets could reduce the City's cost of overhead, maintenance, and contractual services currently incurred on the transmission assets. The liability cost for maintenance and operation of the transmission assets, including metering to serve Mucci's Phase 3 and expansion of Huron Public Power related to the transmission assets, would be shifted to the new owner. In addition, certain administrative costs that the City would have been responsible for would be shifted.

More details on the financials will be included in the 2021 budget and discussed with the Finance Committee during this year's budget meetings.

Legal Review

This matter has been reviewed, follows normal legislative procedure, and is properly before you.

Recommendation

If Council is in support of the request, a motion placing Ordinance 2020-17 on its second reading is in order.

[Ordinance No. 2020-17.doc](#)

[Ordinance No. 2020-17 Exhibit A.docx](#)

ORDINANCE NO. 2020-17

Introduced by: Trey Hardy

AN ORDINANCE AUTHORIZING AND PRESCRIBING THE MANNER OF SALE OF A PORTION OF HURON PUBLIC POWER SUBSTATION TRANSMISSION ASSETS, OWNED BY THE CITY OF HURON, LOCATED ON PPN. 42-00120.00 AND MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”, AND AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SALE OF THAT PORTION OF PROPERTY TO AMP TRANSMISSION, LLC.

WHEREAS, the City owns certain property comprising the transmission assets portion of Huron Public Power Substation located on PPN: 42-000120.00, and more particularly described in Exhibit “A” to the Agreement defined herein (the Property); and

WHEREAS, this Council has received a proposal from AMP Transmission, LLC requesting to purchase the Property and has carefully reviewed and considered such proposal; and

WHEREAS, this Council desires to sell the Property,

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That, pursuant to the Constitution of the State and the Charter of the City, the manner and procedure for the sale of the Property are prescribed and established by this Ordinance. This Council hereby determines that the Property is not needed for public use. This Council further determines that, following its review and full consideration of the proposal to purchase the Property, it is in the best interest of the City to sell the Property to AMP Transmission, LLC, under the terms generally of the Purchase Agreement, which agreement shall be substantially in the form of Exhibit “A” attached hereto and made a part hereof.

SECTION 2. That the Interim City Manager is authorized and directed to complete negotiations with AMP Transmission, LLC, for the sale of the Property and to enter into and sign the Agreement on behalf of the City in substantially the form of Exhibit “A”. The Agreement is approved with changes therein not inconsistent with this Ordinance and not substantially adverse to the City that shall be approved by the Interim City Manager; provided that the approval of those changes by the Interim City Manager, and their character is not being substantially adverse to the City, shall be conclusively evidenced by the signing of the Agreement. The Interim City Manager is further authorized and directed to sign any leases, easements, ground leases, certificates, financing statements, assignments, or other documents and instruments and to take such actions as are, in the opinion of legal counsel to the City, necessary or appropriate to consummate the transactions contemplated by this Ordinance and the Agreement. The Interim City Manager is further authorized to take any actions on behalf of the City that are required or permitted to be taken by the City under or pursuant to this Ordinance, the Agreement or any related deed during the period those documents are in effect.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public in compliance with the law.

Sam Artino, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

ASSET PURCHASE AND SALE AGREEMENT

between

THE CITY OF HURON, OHIO

(Seller)

and

AMP TRANSMISSION, LLC

(Buyer)

Dated _____, 2020

DRAFT

ASSET PURCHASE AND SALE AGREEMENT

This Asset Purchase and Sale Agreement (this “Agreement”) is made and entered into this ___ day of _____, 2020 (the “Effective Date”), by and between The City of Huron, Ohio, an Ohio municipal corporation (“Seller”), and AMP Transmission, LLC, an Ohio nonprofit limited liability company (“Buyer”). Seller and Buyer are referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

A. The Seller owns one 69kV facility and associated equipment at its substation, including but not limited to, three 69kV SF6 circuit breakers, six 69kV 1200A disconnect switches, three 48kV MCOV Surge Arrestors, one 69kV dead-end takeoff structure, one 69kV metering structure, three 69kV high bus support structures, six 69kV low bus tap structures, two 69kV switch stands, two 69kV bus support structures, one 50ft shielding/lighting mast structure, one 6x4ft switch ground mats, five 3x4ft switch ground mats, associated structure anchor bolts and templates, 940ft of 2.5” bus pipe, 900ft of 266.8 partridge damper cable, 400ft of 477 ACSR Hawk jumper cable, 50ft of 3/0 ACSR Pigeon jumper cable, 31 station post insulators, 31 bus support fitting 2-1/2” pipe to 5” B.C., 31 2-1/2” pipe 4-hole bolted AL terminals, 39 477 ACSR 4-hole bolted AL terminals, seven 3/0 ACSR 4-hole bolted AL terminals 43 2-1/2” bolted AL tees, six 1-1/2” 4-hole bolted AL stud connectors, six 2-1/2” expansion 4-hole bolted AL expansion terminals, 21 2-1/2” pipe bolted AL couplers, 27 2-1/2” pipe bolted AL 90 degree elbows, 4 2-1/2” pipe bolted AL 45 degree elbows, nine 2-1/2” pipe end caps, three static line dead-end clamps, three static line dead-end shackles, 250ft 3/8 galvanized static wire, and associated hardware.

B. Buyer is an Ohio nonprofit limited liability company, and a subsidiary of American Municipal Power, Inc. (“AMP”), organized to own and operate facilities, or to provide otherwise for the transmission of electric energy, and to furnish technical services on a cooperative, nonprofit basis, for the mutual benefit of AMP’s members, including Seller.

C. Buyer is willing to purchase Seller’s Equipment to relieve Seller of the transmission owner obligations and responsibilities associated with the ownership and operation of the Equipment.

D. Seller desires to sell, and Buyer desires to purchase, the Equipment and related rights as set forth more fully herein (collectively, the “Transferred Assets”) and to provide a lease to Buyer granting access to Buyer to the Transferred Assets, in the form attached as Exhibit B (the “Ground Lease”), on the terms and conditions set forth in this Agreement.

E. To further protect Buyer’s rights to access the Transferred Assets, after the transfer of the Transferred Assets, Seller agrees to grant to Buyer perpetual easements and rights of way to access, operate, maintain and otherwise deal with the Transferred

Assets and any replacements and substitutions thereof, pursuant to that certain Easement in the form attached as Exhibit C (the "Easement").

F. The Parties seek to enter into an Operations and Maintenance Agreement ("O&M Agreement") pursuant to which Seller agrees to assume certain responsibilities and implement procedures with respect to the operation and maintenance of the Transferred Assets on behalf of Buyer.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties set forth herein, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Certain Defined Terms. For purposes of this Agreement, in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings specified:

"Affiliate" of a specified Person means any other Person which, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the Person specified. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether by contract or otherwise. In no event shall Seller or Buyer be deemed to be "Affiliates" of each other for purposes of this Agreement.

"Approvals" means notices to, and approvals, consents, authorizations and waivers from, Persons who are not Governmental Authorities, other than Buyer and Seller.

"Business Day" means any day other than Saturday, Sunday, or any day on which banks located in the State of Ohio are authorized or obligated to close.

"Closing" means the consummation of the Transactions, as measured on the date Buyer transmits the wire for payment of the Estimated Purchase Price made by or on behalf of Buyer to the order of Seller. The Closing shall be deemed to have occurred at 11:59 p.m. on the Closing Date.

"Closing Agreements" means the documents and other agreements as defined in Section 8.2. "Commercially Reasonable Efforts" means efforts in accordance with reasonable commercial practice for owners and operators of similar assets and without incurrance of unreasonable expense in light of the objective to be accomplished.

"Contract" means any written agreement, lease, license, option, guaranty, right-of-way, evidence of indebtedness, mortgage, indenture, security agreement, purchase order, promissory note or other contract.

“Dispute” means any dispute, controversy or claim arising out of or relating to this Agreement or the other Transaction Documents, or the Transactions, or the breach, termination or invalidity hereof or thereof.

“Encumbrance” means any lien, deed of trust, easement, right of way, equitable interest, option, right of first refusal, preferential purchase right or similar right, pledge, security interest, mortgage, encumbrance of or exception to title, or other similar lien or encumbrance in or on the Transferred Assets.

“Environmental Law” means all Laws relating to pollution or protection of the environment, natural resources or human health and safety, as the same may be amended or adopted, including Laws relating to Releases or threatened Releases of Hazardous Materials (including Releases to ambient air, surface water, groundwater, land, surface and subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, Release, transport, disposal or handling of Hazardous Materials, including CERCLA; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1471 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 8 2601 through 2629; the Oil Pollution Act, 33 U.S.C. §§ 2701 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §§ 11001 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j; the Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq.; and any similar Laws of the State of Ohio or of any other Governmental Authority having jurisdiction over the Transferred Assets; and regulations implementing the foregoing.

“Governmental Authority” means any (i) federal, state, local, tribal, municipal, foreign or other government, (ii) any governmental, regulatory or administrative agency, board, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, including the North American Electric Reliability Corporation (“NERC”) and the Federal Energy Regulatory Commission (“FERC”), (iii) any court or governmental tribunal, or (iv) any other organization having governmental, regulatory, administrative, taxing or police powers, in each case acting within the scope of its authority or jurisdiction, provided that neither Party shall be deemed to be a “Governmental Authority” for purposes of determining whether its approval of this Agreement is a required governmental consent or License.

“Hazardous Materials” means any chemicals, materials or substances, in whatever form they exist, in each case, which are regulated as pollutants or contaminants, or as toxic or hazardous under Environmental Law, including petroleum products, asbestos, urea formaldehyde foam insulation, and lead-containing paints and coatings.

“Interim Operational Period” means the period from the Effective Date of this Agreement until the earlier of the Closing or termination of this Agreement.

“Laws” means all statutes, rules, regulations, ordinances, orders, decrees, injunctions, judgments and codes, or other authorization, ruling or restriction having the force of law of any applicable Governmental Authority.

“Licenses” means registrations, licenses, permits, authorizations, notices to, authorizations of, waivers from and other consents or approvals of Governmental Authorities.

“Major Maintenance Spare Parts” means those parts and equipment typically installed and repaired in connection with all significant maintenance performed during scheduled outages and forced outages that relate to the Transferred Assets.

“Material Adverse Effect” means any one or more changes, events, circumstances, conditions or effects, whether known or unknown, accrued or unaccrued, actual or contingent, that is, or would be reasonably likely to be, materially adverse to the results of operations or condition (physical or financial) of the Transferred Assets, taken as a whole, or the ability of a Party (to which the applicable representation, warranty, covenant or condition relates) to own or operate the Transferred Assets or to consummate the Transactions.

“Permitted Encumbrances” means (a) any Encumbrance for Taxes not yet due and payable or for Taxes that are being contested in good faith by appropriate proceedings, including those that are listed on the Schedules as contested proceedings, (b) any Encumbrance arising by operation of Law not due to the willful violation of Law by Seller or its Affiliates, (c) any other imperfection or irregularity of title or other Encumbrance that would not, individually or in the aggregate, materially detract from the value of, or materially interfere with the present use of, the Transferred Assets, (d) zoning, planning, and other similar limitations and restrictions on, including all rights of any Governmental Authority to regulate, a Transferred Real Property Asset, and (e) those Encumbrances listed on Schedule 1.

“Person” means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Authority.

“Site” means the real property underlying the Transferred Assets, as more particularly described on Exhibit C, together with all the rights, easements, and appurtenances pertaining thereto.

“Prudent Operating Practices” means the practices, methods, standards and procedures that are consistent with Law and are generally accepted, engaged in and followed during the relevant time period by reasonably skilled, competent, experienced, and prudent owners and operators of generating and transmission facilities in the United States similar to the Transferred Assets and which, in the exercise of reasonable judgment in light of the facts known or that reasonably should have been known at the time a decision is made, would reasonably be expected to accomplish the desired result in a manner consistent with applicable Laws, codes and standards, equipment

manufacturer's recommendations, insurance requirements, manuals, environmental protection, good business practices, reliability, safety and expedition and taking into consideration the requirements of all applicable Licenses, Contracts and, from and after the Effective Date, this Agreement.

"Schedule" means a schedule to this Agreement.

"Tax" or "Taxes" means (i) all sales, use or transaction privilege taxes, real or personal property taxes, recordation and transfer taxes, payroll deduction taxes, franchise taxes, taxes on gross or net income or other monetary obligations imposed, assessed or exacted by any Governmental Authority, and (ii) any interest, penalties, adjustments and additions attributable to any of the foregoing, including any liability for any of the foregoing taxes or other items arising as a transferee or successor, by contract or otherwise.

"Tax Return" means any report, return, information return or other information required to be supplied to a taxing authority in connection with Taxes.

"Transaction Documents" means this Agreement and the Closing Agreements and any other agreement, consent, License, Approval or other document or instrument provided in connection with the Transactions.

"Transactions" means the transactions contemplated on the part of each of the Parties, collectively, by this Agreement and the other Transaction Documents.

"Warranty Claims" means any claims of Seller arising under any express or implied warranties by the manufacturers, vendors or lessors of any of the Transferred Assets.

1.2 Certain Interpretive Matters. In this Agreement, unless the context otherwise requires:

- (a) the representations, warranties and covenants in this Agreement shall have independent significance. Accordingly, if a Party has breached any representation, warranty or covenant contained in this Agreement in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) that the Party has not breached shall not detract from or mitigate the fact the Party is in breach of the first representation, warranty or covenant.
- (b) if any time period set forth in this Agreement expires on a day that is not a Business Day, then the performance period shall be extended until the next Business Day.

ARTICLE 2 BASIC TRANSACTIONS

2.1 Transferred Assets. On the terms and subject to the conditions contained in this Agreement, at Closing, Buyer shall purchase from Seller, and Seller shall sell, convey, assign, transfer and deliver to Buyer, free and clear of all Encumbrances (other than

Permitted Encumbrances), all of Seller's right, title and interest in, to and under the following Transferred Assets:

- (a) The "Transferred Real Property Assets" consisting of:
 - (i) the easements in favor of Buyer granted under the Easement; and
 - (ii) Seller's interest in any real property interests included in the Transferred Personal Property Assets.

- (b) The "Transferred Personal Property Assets" (sometimes referred to as "Transferred Assets") consisting of:
 - (i) the Equipment;
 - (ii) the Inventory;
 - (iii) the Major Maintenance Spare Parts;
 - (iv) the Transferred Licenses;
 - (v) Seller's interest in any personal property included in the Transferred Real Property Assets; and
 - (vi) Seller's interest in all unexpired and transferrable manufacturers' and other third-party warranties, guarantees and outstanding Warranty Claims relating to the Transferred Assets.

2.2 Assumed Liabilities. From and after Closing, Buyer shall assume and pay, discharge and perform only those obligations and liabilities first arising after the Closing Date that are related to or incurred in connection with the Assigned Contracts or Transferred Licenses and other matters noted on Schedule 2, if any (collectively, the "Assumed Liabilities"). Notwithstanding anything in this Agreement or any other Transaction Document to the contrary, Buyer is not assuming any other liability, responsibility or obligation hereunder. By way of clarification, if a liability arose on or prior to Closing, the liability shall remain the responsibility of Seller, and if a liability arises after Closing, it shall remain the liability of Buyer.

2.3 Purchase Price. The purchase price for the Transferred Assets shall be Two Million, One Hundred Sixty Seven Thousand Eight Hundred Seventy-Two Dollars (\$2,167,872.00) (the "Purchase Price"). xx[Seeking clarity on why pricing may change at or near time of Closing? Why? Also, consistent question throughout: what happens to assets are termination of Lease??]xx

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer, except as qualified by or disclosed in the Schedules, as follows (for purposes of this Agreement and the Schedules, a matter disclosed in one section of the Schedules shall be deemed disclosed with respect to other representations and warranties of Seller in this Agreement if it is reasonably apparent on the face of the disclosure of the matter):

3.1 Formation and Power. Seller is a municipal corporation duly formed and existing under the laws of the State of Ohio, and has full right, power and authority to own the Transferred Assets, and to enter into this Agreement and perform all of its obligations with respect to the Transactions, except where the failure to have such right, power and authority would not have a material effect adverse to Seller's right to consummate the Transactions.

3.2 Binding Obligations of Seller.

- (a) The execution, delivery and performance of this Agreement and the Closing Agreements by Seller and the consummation of the Transactions by Seller have been duly and effectively authorized by all necessary actions of Seller. This Agreement has been, and upon their execution, each Closing Agreement will have been, duly executed and delivered by Seller.
- (b) This Agreement constitutes the legal, valid and binding obligation of Seller and is enforceable against Seller, and the Closing Agreements will, upon delivery at Closing, constitute the legal, valid and binding obligations of Seller and will be enforceable against Seller, in each case in accordance with the respective terms contained therein.

3.3 No Breach or Conflict. The execution, delivery and performance by Seller of this Agreement and by Seller of the Closing Agreements to which it is or will be a party, and the consummation of the Transactions by Seller do not conflict with or result in a breach of any provision of the organizational documents of Seller.

3.4 Approvals.

- (a) The execution, delivery and performance of this Agreement and the Closing Agreements to which Seller is or will be a party and the consummation of the Transactions by Seller do not require any Approvals to be obtained by Seller that have not been obtained.
- (b) The execution, delivery and performance of this Agreement and the Closing Agreements to which Seller is or will be a party and the consummation of the Transactions by Seller do not require any License or any filing with any Governmental Authority to be obtained or made by Seller.

3.5 Licenses. All Licenses that are held by Seller as a named permittee in connection with the ownership and operation of the Transferred Assets in the manner in which they are currently owned and operated are in full force and effect. Seller has delivered to Buyer a true and correct copy of each of the Licenses. Seller has not previously

transferred or assigned any right, title or interest under any of the Licenses. To the knowledge of Seller, there are no proceedings pending or threatened to revoke or modify any License in any material respect.

3.6 Compliance with Law. To the best of Seller's knowledge, the Transferred Assets have been and are currently operated in compliance with all Licenses and all applicable Laws. To the best of Seller's knowledge, Seller is not, and has not been, in violation of or in default under any Law applicable to it or the Transferred Assets, and Seller has filed or caused to be filed timely all material forms, reports, statements, and other documents required to be filed by it with all Governmental Authorities with respect to the Transferred Assets, and those filings were prepared in compliance with applicable Law.

3.7 Environmental Matters.

- (a) To the best of Seller's knowledge, Seller has not conducted or permitted the conduct of operations or activities at the real property underlying the Transferred Real Property Assets (the "Subject Property") in violation of any Environmental Law. Seller has not received any written notice by a Governmental Authority to Seller or its Affiliates of a material violation of any Environmental Law by Seller or relating to the Subject Property. There are no environmental reports, studies, analyses, tests or monitoring results possessed by Seller or of which Seller is aware pertaining to Hazardous Materials in any regulated amount at, in, on, under or over the Subject Property or the Transferred Assets that would disclose any violation of any Environmental Law.
- (b) With respect to the Transferred Assets, and to the best of Seller's knowledge, Seller has not handled or disposed of any material amount of Hazardous Materials at the Subject Property or otherwise involving any of the Transferred Assets in violation of Environmental Law, or arranged for the disposal of any regulated amount of Hazardous Materials at or from the Subject Property or related to the Transferred Assets in violation of Environmental Law.
- (c) No written notice or written claim has been filed or threatened against Seller with respect to the Transferred Assets alleging any failure to comply with, or any violation of or liability under, any Environmental Law.

3.8 Transferred Assets.

- (a) **xx[Exhibit D]xx** contains the separate legal description of the Subject Property. Except in conjunction with the Transactions, none of Seller or any of its Affiliates has entered into any material leases, subleases, licenses, concessions or other agreements granting to any party or parties the right to use or occupy all or any portion of the Subject Property, other than access easements for third party maintenance or service personnel in the ordinary course of business; the Subject Property is not subject to any commitment, right of first offer, or other arrangement

for the sale, transfer or lease thereof to any third party (other than pursuant to this Agreement).

- (b) Exhibit A contains a complete listing of the Transferred Personal Property Assets.
- (c) Seller holds good and marketable title to, and is the record owner of fee simple title to, the Subject Property, the Transferred Assets, and related rights, free and clear of all Encumbrances, other than Permitted Encumbrances.

3.9 Litigation and Condemnation Proceedings. To the best of Seller's knowledge, there are no material proceedings pending or, to Seller's knowledge, threatened at law or in equity against or relating to any or all of the Transferred Assets or Seller's ownership or operation thereof. There is no condemnation proceeding pending or, to Seller's knowledge, threatened against any part of the Transferred Assets. There are no proceedings at law or in equity pending or, to Seller's knowledge, threatened against Seller or its Affiliates with respect to the Transactions or the Transferred Assets, (i) relating to the execution or delivery of this Agreement, or (ii) which could materially delay, prevent, result in rescission or material modification of or otherwise unwind the Transactions or any material portion thereof.

3.10 Condition of the Transferred Assets. Seller is selling the Transferred Assets in their "AS IS, WHERE IS, WITH ALL FAULTS" condition, and Buyer has had ample opportunity to inspect and satisfy itself as to the condition of the Transferred Assets. As a gratuitous accommodation and not as a representation, warranty, nor guarantee, Seller will furnish Buyer with copies of all maintenance, operating, performance, financial, warranty and other reports in its possession related to the Transferred Assets as Buyer reasonably requests. To the best of Seller's knowledge, Seller does not have knowledge of any material defect in any of the Transferred Assets.

3.11 Inspection and Acceptance. Buyer may, but is not required, to visit Seller's facilities to inspect the Transferred Assets not later than ten (10) business days prior to closing. Buyer may reject any Transferred Assets that contain defective materials or workmanship or do not conform to Buyer's specifications prior to closing.

3.12 Tax Matters. Excluding any Taxes on gross or net income or gain, Seller has filed or caused to be filed all Tax Returns required to have been filed by or for it (other than those for which extensions were requested and obtained in a timely manner) with respect to any Tax relating to the Transferred Assets (collectively, "Seller's Tax Returns"), and Seller has paid all Taxes that have become due as indicated thereon and that were required to be paid by or for Seller. To the best of Seller's knowledge, all of Seller's Tax Returns relating to the Transferred Assets are true, correct and complete in all material respects. No written notice of deficiency or assessment has been received by Seller from any taxing authority with respect to liabilities for Taxes of Seller in respect of the Transferred Assets, which have not been fully paid or finally settled, or if not fully paid or finally settled, any deficiency and assessment is being contested in good faith through appropriate proceedings. There are no outstanding agreements or waivers extending the applicable statutory periods

of limitation for Taxes of Seller associated with the Transferred Assets. All Taxes required to be withheld, collected or deposited by Seller have been timely withheld, collected or deposited and, to the extent required, have been paid to the relevant Tax authority.

3.13 Brokers. No broker, finder, investment banker or other Person is entitled to any brokerage, finder's or other fee or commission in connection with this Agreement or the Transactions based upon any agreements or arrangements or commitments, written or oral, made by or on behalf of Seller or any Affiliate of Seller by which the Transferred Assets or Buyer could be bound, before, from or after Closing.

3.14 Insurance. The Transferred Assets are insured through a policy issued to Seller by [Insert Name or Change to Self-Insured].

3.15 Absence of Certain Changes. To Seller's knowledge, expressly excepting the physical condition of the Transferred Assets, and save and excepting Seller's distribution system that is attached to the Transferred Assets, no condition or effect exists that, individually or in the aggregate with any other conditions or effects, is or would reasonably be expected to be materially adverse to the ownership or operation of the Transferred Assets.

3.16 Undisclosed Liabilities. Other than liabilities routinely associate with ownership of the Transferred Assets, Seller has no liability or obligation with respect to the Transferred Assets (whether accrued or unaccrued, known or unknown, absolute or contingent), except for (i) Permitted Encumbrances, (ii) matters that have been recorded on Seller's financial statements, and those obligations that have arisen thereafter in the ordinary course of business, and (iii) those obligations which individually or in the aggregate do not impair, impede or prevent Seller's ownership or operation of the Transferred Assets.

3.17 No Other Representations or Warranties. Seller makes no other representations or warranties except for those expressly made in this Agreement and Seller expressly disclaims all other warranties of any kind, express or implied.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this Article 4, except as qualified by or disclosed in the Schedules as follows (for purposes of this Agreement and the Schedules, a matter disclosed in one section of the Schedules shall be deemed disclosed with respect to other representations and warranties of Buyer in this Agreement if it is reasonably apparent on the face of the disclosure of the matter):

4.1 Organization and Power. Buyer is a non-profit limited liability company organized and existing under the laws of the State of Ohio and has full right, power and authority to enter into this Agreement, to own its assets and to perform all of its obligations with respect to the Transactions.

4.2 No Breach or Conflict. The execution, delivery and performance by Buyer of this Agreement and of the Closing Agreements to which it is or will be a party, and the consummation of the Transactions by Buyer do not conflict with or result in a breach of any provision of the organizational documents of Buyer.

4.3 Approvals and Buyer's Required Regulatory Approvals.

- (a) The execution, delivery and performance of this Agreement and the Closing Agreements by Buyer and the consummation of the Transactions by Buyer have been duly and effectively authorized by all necessary internal actions of Buyer.
- (b) This Agreement has been, and upon its execution of each Closing Agreement to which Buyer is a party, each Closing Agreement will have been, duly executed and delivered by Buyer.
- (c) This Agreement constitutes the legal, valid and binding obligation of Buyer and is enforceable against Buyer, and the Closing Agreements will, upon delivery at Closing, constitute the legal, valid and binding obligations of Buyer and will be enforceable against Buyer, in each case in accordance with the respective terms contained therein.
- (d) The execution, delivery and performance of this Agreement and the Closing Agreements and the consummation of the Transactions by Buyer do not require any material License or any material filing with any Governmental Authority to be obtained or made by Buyer.

4.4 Litigation. There are no proceedings pending or, to Buyer's knowledge, threatened against Buyer or its Affiliates with respect to the Transactions at law or in equity, (i) relating to the execution or delivery of this Agreement, or (ii) which would reasonably be expected to delay, prevent, result in rescission or modification of or otherwise unwind the Transactions or any portion thereof.

4.5 Condition of the Transferred Assets. Seller is selling the Transferred Assets in their "AS IS, WHERE IS, WITH ALL FAULTS" condition, and Buyer has had ample opportunity to inspect and satisfy itself as to the condition of the Transferred Assets and the condition of the real estate housing the Transferred Assets, for all things that may be of concern to Buyer, including but not limited to environmental matters. xx[Seller is concerned about absence of provisions re: City/HPP distribution system being connected, and Buyer will not impair, impeded, discontinue, or otherwise disturb current energy flow – what happens to assets at end of Lease?]xx

4.6 No Other Representations or Warranties. Buyer makes, no other representations or warranties except for those expressly made in this Agreement and Buyer expressly disclaims all other warranties of any kind, express or implied.

**ARTICLE 5
COVENANTS OF SELLER AND BUYER**

5.1 Commercially Reasonable Efforts to Close. Subject to the terms and conditions provided herein, each of the Parties agrees to use its Commercially Reasonable Efforts to close, consummate and make effective the Transactions, and for the satisfaction of all other conditions to Closing set forth herein that it is required to satisfy (or to cause to be satisfied) to proceed with Closing.

5.2 Expenses. Whether or not the Transactions are consummated, except as otherwise provided in this Agreement, all costs and expenses incurred in connection with this Agreement and the Transactions shall be paid by Buyer, and Buyer shall pay the filing fees and expenses in connection with any filing it makes with Federal Regulatory Energy Commission (“FERC”) in connection with the Transactions. Notwithstanding the foregoing, documentary transfer fees, if any, and recording costs and charges respecting real property shall be paid by the Buyer unless otherwise provided herein.

5.3 Tax Matters.

- (a) Subject to Section 5.2, all transfer, documentary, sales, use, stamp, registration, value added and other Taxes and fees accruing prior to Closing relating to the transfer of the Transferred Asset and Ground Lease to Seller (including any penalties and interest) incurred in connection with this Agreement, the Ground Lease, and other Transaction Documents (including any real property transfer Tax and any other similar Tax) shall be borne by Seller. Seller shall, at its own expense, timely file any Tax Return or other document with respect to the above-referenced Taxes or fees (and Buyer shall cooperate with respect thereto as necessary).
- (b) Each Party shall use Commercially Reasonable Efforts to cooperate fully with the other Party, as and to the extent reasonably requested by the other Party, in connection with the filing of Tax Returns pursuant to this Agreement and any Proceeding with respect to Taxes associated with the Transactions. Consistent with their respective document retention policies, each Party agrees to retain all of its books and records with respect to Tax matters pertinent to the Transferred Assets relating to any taxable period beginning before the Closing Date until the expiration of the applicable statute of limitations and to abide by all record retention agreements entered into with any taxing authority.
- (c)

5.4 Post-Closing Delivery and Retention of Records. Within ten (10) days following Closing, and provided Buyer enters into a Non-Disclosure/Confidentiality Agreement, Seller shall deliver to Buyer all non-privileged books, records and data in Buyer’s possession pertaining exclusively to the Transferred Assets (other than those relating to the financial performance of Seller and other than those protected by attorney-client privilege) in Seller’s possession or control or reasonably available to Seller, in each case other than Excluded Assets; provided, that, any electronic correspondence and files stored on equipment and media that are not material need not be delivered, but shall be provided as reasonably requested by Buyer. Seller shall be entitled to make

at its own expense and retain copies of the records pertaining to the Transferred Assets as needed in connection with Tax Returns or other filings with or notices to Governmental Authorities. Each Party shall (a) hold all records pertaining to the Transferred Assets and not destroy or dispose of any records for a period of seven (7) years following the Closing Date, or if any records pertain to any Proceeding pending at the conclusion of the seven-year period, until the Proceeding is finally resolved and the time for all appeals has been exhausted, and (b) for seven (7) years following Closing, allow the other Party and its accountants and counsel upon reasonable request, during normal business hours, reasonable access to the records pertaining to the Transferred Assets which it holds (other than those constituting Excluded Assets) at no cost, other than costs of copying and other reasonable out-of-pocket expenses; provided, however, that these obligations will not apply to any records subject to any attorney-client privilege.

5.5 Post-Closing Cooperation. After Closing, upon prior reasonable written request, each Party shall use Commercially Reasonable Efforts to cooperate with the other Party in further evidencing and consummating the Transactions.

5.6 Confidentiality.

- (a) Unless and until the Closing occurs, Seller shall keep confidential, except as may be approved in writing by Buyer, or as may be required under applicable Law, (1) any and all information received, created, or maintained by Seller related to any Seller owned or operated utility the release of which would more likely than not provide or create a competitive disadvantage to any of Seller's owned or operated utilities or be of economic value to a competitor or a person other than Seller, including information related to Seller's assets, operations or prospects, which is either non-public, confidential or proprietary, or (2) any and all analyses, compilations, data, studies or other documents prepared by or for Buyer relating to the Transferred Assets that contains information described in clause (1) above (the "Buyer Confidential Information"). Buyer shall keep confidential, except as may be approved in writing by Seller, or as may be required under applicable Law, (1) any and all information received by or in the possession of Buyer relating to Seller's business, assets, operations or prospects and/or relating to the Transferred Assets which is either non-public, confidential or proprietary, or (2) any and all analyses, compilations, data, studies or other documents prepared by or for Buyer or Seller relating to the Transferred Assets or Seller and its Affiliates (collectively, the "Seller Confidential Information," and together with the Buyer Confidential Information, the "Confidential Information").
- (b) Notwithstanding anything in this Agreement to the contrary, each party hereto agrees that each Party (and any person or entity to which Confidential Information is disclosed by the Party as permitted hereby) may disclose Confidential Information to the extent reasonably necessary to: (i) its regulators; (ii) its auditors; (iii) persons who need to know the tax treatment and tax structure of the transactions contemplated by this Agreement; and (iv) the extent otherwise

requested by any governmental agency, regulatory authority (including any self-regulatory organization claiming to have jurisdiction) or any bank examiner.

- (c) Nothing in this Agreement shall bar the right of either Party to seek and obtain from any court injunctive relief, for which no bond shall be required, against conduct or threatened conduct which violates this Section 5.6.
- (d) Neither Party shall issue any external press releases, communications or disclosures concerning the Confidential Information or the Closing, without the other Party's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, except those releases, communications or disclosures which are otherwise required by Law.

5.7 Risk of Loss/Casualty/Takings. DURING THE INTERIM OPERATIONAL PERIOD, ALL RISK OF LOSS OR DAMAGE TO THE TRANSFERRED ASSETS SHALL, AS BETWEEN SELLER AND BUYER, BE BORNE BY SELLER.

ARTICLE 6 ADDITIONAL COVENANTS OF SELLER AND BUYER

Seller and Buyer, as applicable, hereby additionally covenant, promise and agree as follows:

6.1 Access and Information. Throughout the Interim Operational Period, Seller shall, upon reasonable notice from Buyer: (1) provide Buyer and its Representatives reasonable access to the books and records and other documents and data related to the Transferred Assets and Assumed Liabilities; (2) furnish Buyer and its Representatives with financial, operating and other data and information related to the Transferred Assets as Buyer or any of its Representatives may reasonably request; (3) reasonably cooperate with Buyer in its investigation of the Transferred Assets; (4) provide Buyer with copies of any proposed amendment to any Assigned Contract and any proposed new Contract relating to the Transferred Assets of which Seller is aware; (5) provide Buyer with copies of any correspondence or notice asserting or threatening the assertion of a default under or termination of any Assigned Contract relating to the Transferred Assets; and (6) save and excepting damage or loss occasioned by force majeure event and for matters beyond the reasonable control of Seller, to the extent practicable under the circumstances, notify Buyer in advance of the commencement of any maintenance or capital project on the Transferred Assets that is expected to involve the expenditure of at least \$25,000. No investigation by Buyer or information received by Buyer shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Seller in this Agreement.

6.2 Operations During Interim Operational Period. Except as authorized by Buyer in writing, from the Effective Date until Closing or termination of this Agreement, Seller shall maintain, or cause to be maintained, the Transferred Assets in the ordinary course of business consistent with past practices, and Seller shall use its best efforts to operate the Transferred Assets in accordance with Prudent Operating Practices and in

compliance with applicable Law; provided, that, this obligation shall not be deemed to require Seller to make any capital or maintenance expenditures other than those that would be part of the normal course of business.

6.3 Notice of Certain Events. Buyer's receipt of information pursuant to this Section shall not operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Seller in this Agreement and shall not be deemed to amend or supplement any schedule to this Agreement, except as otherwise provided in this Agreement.

6.5 Right of First Offer. Except as provided below, if Buyer hereafter seeks to sell or dispose of all or substantially all of the Transferred Assets or any entity in which those assets comprise all or substantially all of its assets, whether by way of a sale of securities, merger, consolidation or similar proceeding, to any unaffiliated third party (a "Triggering Event"), Buyer hereby grants to Seller a right of first offer to acquire those assets. If Buyer seeks to enter into a Triggering Event, it shall provide written notice of the proposed Triggering Event prior to the date Buyer seeks to enter into the Triggering Event, or to commence offering that opportunity to another Person. Seller shall have _____ days after the date of Buyer's notice to notify Buyer in writing of its intent to acquire the assets or equity subject to that transaction. If Seller submits an offer for any of the assets or equity, it must submit an offer to acquire all of those assets or equity and the related liabilities, unless the Parties otherwise agree. The Parties shall have _____ days after Seller notifies Buyer in writing of its intent to acquire such assets or equity to negotiate the principal business terms of that transaction which shall consist of the net book value of the assets at the time of closing, as well the remaining useful life, which determination shall be consistent with the valuation methodology used to determine the purchase price set forth herein. If they agree on those terms, then they shall continue to prepare definitive documents to effect that transfer on mutually acceptable terms during the next seventy-five (75) days. If at the end of that time, the parties are unable to consummate that transaction, then Buyer shall be free to sell those assets or equities to any other potential purchaser for a price not materially less than the net book value, provided that the revenue from any sale to any unaffiliated third party in excess of the net book value shall be divided evenly between Buyer and Seller.

This right of first offer shall not apply to: (a) ordinary course retirements, replacements or additions to the Transferred Assets, (b) any transaction not involving all or substantially all of the Transferred Assets or their replacements, or (c) any sale, merger or reorganization of Buyer or involving all or substantially all of its assets or securities.

6.5 Right to Lease-Back. If Buyer is not permitted to recover all or substantially all of its costs, plus a FERC-approved margin through its FERC-approved tariff, or in the event that Buyer's survey or title search identify any issues that would materially and negatively impact Buyer's ownership or operation of the Transferred Assets, then Buyer shall provide notice in writing to Seller. Upon such notice, Seller shall enter into an operating lease to cover Buyer's costs (i.e., Buyer's cost of interest carrying costs, depreciation, and any FERC-required interest) for a term that extends until the assets become networked, but

in no event shall such term extend beyond December 31, 2025 unless agreed by both Parties. This right shall not extend beyond the final adjudication of Buyer's request for such cost recovery before the FERC.

6.6 Right of Return. If the second delivery point project is not completed by December 31, 2025, or such later date agreed upon by both Parties, Seller shall have the right to reacquire the assets at the net book value of the assets at the time of closing, as well the remaining useful life, which determination shall be consistent with the valuation methodology used to determine the purchase price set forth herein.

6.7 Conduct Pending Closing. Prior to Closing or termination of this Agreement, unless Seller shall otherwise consent in writing, Buyer shall not take any affirmative action which would intentionally cause any of Buyer's representations and warranties set forth in Article 4 to be materially inaccurate as of Closing.

6.8 Notice Certain Events. During the Interim Operational Period, after obtaining knowledge of any event below, Buyer shall promptly notify Seller in writing of (but only to the extent affecting the Transferred Assets, Assumed Liabilities or ability of the Parties to consummate the Transactions):

- (a) any fact, circumstance, event or action the existence, occurrence or taking of which (A) has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on Buyer's ability to consummate the Transactions, without regard to the giving of notice or any opportunity to cure, (B) has resulted in any representation or warranty made by Buyer in Article 4 not being true and correct or (C) has resulted in the failure of any of the conditions set forth in Section 8.2 to be satisfied;
- (b) any material written notice or other written material communication from any Person received by it alleging that the consent of the Person is or may be required in connection with the transactions contemplated by this Agreement; and
- (c) any material written notice or other material written communication from any Governmental Authority received by it in connection with the Transactions, the Transferred Assets or the Assumed Liabilities.

For purposes of determining the accuracy of the representations and warranties of Seller contained in this Agreement and for purposes of determining satisfaction of the conditions set forth in Section 8.2, all subsequent updates prior the end of Buyer's due diligence period shall serve to cure any breach of that representation or warranty. If, prior to Closing, Buyer discovers any occurrence, event or change individually or in the aggregate, materially and adversely affects the Transferred Assets which cannot be cured by Closing, Buyer shall have the right to terminate this Agreement. Should Buyer consummate the Transactions with knowledge of any occurrence, event or change individually or in the aggregate, materially and adversely affects the Transferred Assets that could not be cured by Closing, and absent any written agreement by and between

the parties relating to same, Buyer shall be deemed to have its rights with respect to that breach of representation or warranty thereafter.

ARTICLE 7 CONDITIONS TO CLOSING

The obligations of Buyer and Seller to consummate the Transactions at Closing shall be subject to fulfillment at or prior to Closing of the following conditions, unless Buyer or Seller, as applicable, waives the condition in writing:

7.1 Termination of Agreement. This Agreement shall not have been duly terminated.

7.2 Representations and Warranties. As a condition to a Party's obligation to consummate the Transactions, the representations and warranties of the other Party set forth in this Agreement shall be true and correct to the best of each parties' knowledge as of the Closing Date as though made on the Closing Date.

7.3 Performance by Buyer and Seller. Buyer and Seller shall have each performed and complied in all material respects with all of its respective agreements, obligations and covenants (including but not limited to those set forth in Articles 5, 6 and 7) hereunder during the Interim Operational Period.

7.4 Transfer of Licenses. All Transferred Licenses that lawfully may be transferred on or prior to Closing shall have been transferred to Buyer at Closing.

7.5 No Restraint. There shall be no:

- (a) Injunction, restraining order or order of any nature issued by any court of competent jurisdiction or Governmental Authority of competent jurisdiction which directs that the Transactions shall not be consummated as herein provided and no Proceeding has been commenced by a Governmental Authority seeking to do any of the foregoing; or
- (b) Law enacted which would render the consummation of the Transactions illegal or Law enacted that would prohibit or materially increase the cost of the owning or operating the Transferred Assets.

7.6 Closing Agreements. Buyer and Seller and any of their respective Affiliates which are parties to any Closing Agreements shall have executed and delivered the respective Closing Agreements to be executed by that Party or others, as appropriate.

7.7 Material Adverse Effect. No change, event, circumstance, condition, or effect shall have occurred from and after the Effective Date and is continuing that, individually or in the aggregate with any other changes, events, circumstances, conditions or effects, is or would reasonably be expected to be adversely material on the ability of the Buyer to own or operate the Transferred Assets.

7.8 Ongoing Repairs, Maintenance and Improvements. Seller shall have completed all repairs, maintenance and improvements for the Transferred Assets scheduled to have been completed through the Closing Date, based on the Seller's 2018 operating plan.

7.9 FERC Approvals. The Parties shall have received FERC acceptance of all agreements related to the Transferred Assets that are required to be filed with FERC and FERC acceptance of all agreements related to the assignment and amendment of the Interconnection and Operating Agreement that are required to be filed with FERC.

ARTICLE 8 CLOSING

8.1 Closing. The Closing provided for in this Agreement will take place on the Closing Date as Buyer and Seller may mutually agree in writing. At Closing, subject to the terms and conditions hereof, Buyer and Seller shall deliver or cause to be delivered to each other all the documents, instruments and other agreements required pursuant to Articles 8 and 9 to be executed and delivered for Closing, in each case duly executed by an authorized signatory of Buyer and Seller or other applicable Person and, if applicable, acknowledged and in due form for recording (collectively the "Closing Agreements").

8.2 Closing Agreements. Subject to the terms and conditions hereof, at the Closing, Buyer and Seller, as applicable, shall deliver, or cause to be delivered, the following to the other Party (and third parties, as applicable), in mutually acceptable form, that approval not to be unreasonably withheld:

- (a) An amount in immediately available funds, by way of wire transfer from Buyer to an account or accounts designated at the order of Seller, equal to the Purchase Price;
- (b) a Bill of Sale and Assignment executed by Seller transferring all of the Transferred Personal Property;
- (c) intentionally omitted;
- (d) the Ground Lease Agreement;
- (e) intentionally omitted;
- (f) Certified copies of the resolutions of the Party's governing board or bodies, as needed, authorizing the execution, delivery and performance of this Agreement and the Transactions;
- (g) A certificate of the Secretary or Associate Secretary of the Party identifying the name and title and bearing the signatures of the officers of that Party, authorized to execute and deliver this Agreement, each Closing Agreement to which it is a party and the other agreements contemplated hereby;

- (h) Evidence, in form and substance reasonably satisfactory to Seller, of the receipt by Buyer of its Required Regulatory Approvals;
- (i) To the extent available, originals of all of the Assigned Contracts constituting Transferred Assets, and, if the originals are not available, true and correct copies thereof, and required assignments to transfer the Assigned Contracts, duly executed by Seller and the counterparty (subject to Section 5.9);
- (j) Documents, if any, necessary to transfer any of the Transferred Assets not covered by the foregoing or as reasonably requested by Buyer;
- (k) Certificates of non-foreign status in the form required by Section 1445 of the Code duly executed by Seller; and
- (l) All the other agreements, documents, instruments and writings required to be delivered by the other Party at or prior to the Closing Date pursuant to this Agreement or reasonably requested by the other Party in connection with the Transactions.

ARTICLE 9 TERMINATION

9.1 Termination. This Agreement may be terminated prior to Closing only:

- (a) At any time, by mutual written consent of Seller and Buyer;
- (b) By either Party upon written notice to the other Party if any Governmental Authority having competent jurisdiction has issued a final, non-appealable order, decree, ruling or injunction (other than a temporary restraining order) or taken any other action permanently restraining, enjoining or otherwise prohibiting the Transactions;
- (c) By Buyer or Seller, as applicable, pursuant to other provisions of this Agreement.
- (d) By a Party if there has been a misrepresentation with respect to the other Party's representations and warranties in this Agreement, or a default or breach by that other Party with respect to its covenants or agreements contained in this Agreement, any of which individually or in the aggregate would result in the material failure to satisfy one or more of the conditions to the Closing set forth in Section 8.1 or Section 8.2, as applicable, but not including any of those covenants that are not fulfilled due to the actions or inactions of the Party seeking termination, and the misrepresentation, default or breach is not cured within sixty (60) days (a "Cure Period");
- (e) By either Party upon written notice to the other, if all conditions set forth in Article 8, other than those that are within the control of the other Party, have been satisfied (other than conditions which by their nature are to be satisfied at the Closing) and a party provides a writing that it refuses to close the transaction within thirty (30) days of written notice from the other Party indicating the non-terminating party is

ready, willing and able to close and that the conditions noted in this subsection have been satisfied.

9.2 Effect of Termination. If this Agreement is validly terminated pursuant to Section 9.1, the Parties shall have no further obligations or liabilities hereunder, except as expressly provided in this Agreement, including Section 5.7; provided that nothing in this Section 9.2 shall relieve any Party from liability for any fraudulent, reckless or willful breach of this Agreement by the Party prior to termination of this Agreement.

ARTICLE 10 INDEMNIFICATION

10.1 Indemnity by Buyer. To the fullest extent permitted by law, Buyer shall indemnify, defend, and hold harmless Seller and its trustees, members, officers, employees, agents, and their subsidiaries and affiliates (collectively “Seller Indemnified Parties”) from and against any and all actual or threatened actions, causes of action, claims, demands, damages, losses, fees, fines, penalties, judgments, suits and expenses, arising out of or in connection with the Transaction or the activities of Buyer, including but not limited to third party claims for personal injury and/or property damage relating to or resulting from:

- (a) The material breach of any representation or the breach of any warranty made by Buyer in this Agreement or any other Closing Agreement or Buyer’s Closing Certificate;
- (b) the material breach of any covenant or agreement made or undertaken by Buyer in this Agreement or any other Closing Agreement;
- (c) the acts or omissions of Buyer;
- (d) breach of this Agreement;
- (e) breach of the Ground Lease;
- (f) Damage or loss to Seller’s existing electric distribution system as a result of the acts or omissions of Buyer and/or Buyer’s agents, employees or authorized Representatives;
- (g) the Excluded Assets or the Excluded Liabilities.

Buyer’s indemnification obligation exists regardless of whether or not the actions, causes of action, claims, demands, damages, loss, fee, fine, penalty, suit, judgment or expense is caused in part by one or more of the Seller Indemnified Parties. But this section does not obligate Buyer to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

In claims against one or more of the Seller Indemnified Parties by any direct or indirect employee of Seller, a subcontractor, or a person or entity for whom Seller or a

subcontractor may be liable, the indemnification obligation will not be limited by a limitation on the amount or type of damages or penalties. Buyer's indemnification obligation will survive termination of this Agreement.

The indemnification obligations contained herein shall survive Closing and consummation of the transactions contemplated by this Agreement.

ARTICLE 11 GENERAL PROVISIONS

11.1 Notices. All notices, requests, demands, waivers, consents and other communications hereunder shall be in writing, shall be delivered either in person, by overnight air courier or by mail, and shall be deemed to have been duly given and to have become effective (a) upon receipt, if delivered in person, (b) one (1) Business Day after having been delivered to a courier for overnight delivery, (c) upon transmission by e-mail or facsimile if sent before 5:00 p.m. local time of the recipient on a Business Day, or on the next Business Day if sent thereafter, or (d) five (5) Business Days after having been deposited in the U.S. mail as certified or registered mail, return receipt requested, all fees prepaid, directed to the Parties or their permitted assignees at the following addresses (or at another address as shall be given in writing by a Party):

If to Seller, addressed to:

City of Huron, Ohio
417 Main Street
Huron, OH 44839
Attn: Mayor
Phone: (419) 433-5000
Fax: (419) 433-5120
E-Mail: sam.artino@huronohio.us

with a copy to:

City of Huron, Ohio
417 Main Street
Huron, OH 44839
Attn: Law Director
Phone: (216) 619-7850
Fax: (216) 916-2430

tschrader@sseg-law.com
f to Buyer, addressed to:

AMP Transmission, LLC
1111 Schrock Road, Suite 100
Columbus, OH 43229
Attn: Pamala M. Sullivan
Phone: 614-540-0971
E-Mail: psullivan@amppartners.org

with a copy to:

AMP Transmission, LLC
1111 Schrock Road, Suite 100

Columbus, OH 43229
Attn: Lisa McAlister
Phone: 614-540-1111
Fax: 614-540-6397
E-Mail: lmcAlister@amppartners.org

11.2 Successors and Assigns. Notwithstanding any contrary provision of this Agreement, the rights of the Parties under this Agreement shall not be assigned or transferred nor shall the duties of either Party be delegated without the prior written consent of the other Party in its sole discretion. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the Parties hereto and their respective successors and permitted assignees. Nothing contained in this Agreement, express or implied, is intended to confer upon any Person (other than the Parties hereto and their permitted assignees) any benefits, rights or remedies under or by reason of this Agreement.

11.3 Counterparts. This Agreement may be executed in two or more original counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Counterparts may be delivered by facsimile or other electronic methods and shall be effective upon that delivery as if a signed original had been delivered at that time to the other party.

11.4 Captions and Paragraph Headings. Captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

11.5 Entirety of Agreement; Amendments. This Agreement (including the Schedules, Appendices and Exhibits hereto) and the Closing Agreements contain the entire understanding between the Parties concerning the Transactions and, except as expressly provided for herein, supersede all prior understandings and agreements, whether oral or written, between them with respect to the subject matter hereof and thereof. There are no representations, warranties, agreements, arrangements or understandings, oral or written, between the Parties relating to the subject matter of this Agreement and the Closing Agreements which are not fully expressed herein or therein. This Agreement may be amended or modified only by an agreement in writing signed by each of the Parties. All Appendices, Exhibits and Schedules attached to or delivered in connection with this Agreement are integral parts of this Agreement as if fully set forth herein.

11.6 Waiver. The failure of a Party to insist, in any one or more instances, on performance of any of the terms, covenants and conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of that term, covenant or condition, but the obligations of the Parties with respect thereto shall continue in full force and effect. No waiver of any provision or condition of this Agreement by a Party shall be valid unless in writing signed by the Party. A waiver by one Party of the performance of any covenant, condition, representation or warranty of the other Party shall not invalidate this Agreement, nor shall any waiver be

construed as a waiver of any other covenant, condition, representation or warranty. A waiver by any Party of the time for performing any act shall not constitute a waiver of the time for performing any other act or the time for performing an identical act required to be performed at a later time.

11.6 Waiver of Jury Trial. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS WHICH IT MAY HAVE TO A JURY TRIAL WITH RESPECT TO ANY SUIT, LEGAL ACTION OR PROCEEDING BROUGHT BY OR AGAINST IT OR ANY OF ITS AFFILIATES RELATING TO THIS AGREEMENT OR THE TRANSACTIONS.

11.7 Governing Law/Dispute Resolution.

- (a) This Agreement shall be governed in all respects, including validity, interpretation and effect, by the internal Laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Ohio, except to the extent that portions hereof regulated by Federal law shall be governed by that Law.
- (b) Subject to the provisions of subsection (c), each Party hereby unconditionally and irrevocably, to the fullest extent permitted by law, (i) consents to jurisdiction in any Proceeding arising out of or relating to this Agreement, or any of the Closing Agreements or the Transactions contemplated hereby, and agrees that any Proceeding arising out of this Agreement or any Closing Agreement shall be brought and prosecuted exclusively in a state court of competent jurisdiction located in the state or federal courts located in Erie County, Ohio, and any judgment obtained as a result thereof may be filed in any court of competent jurisdiction, (ii) submits to the *in personam* jurisdiction of those courts and waives and agrees not to assert in any Proceeding before any of those courts, by way of motion, as a defense or otherwise, any claim that it is not subject to the *in personam* jurisdiction of any of those courts, and (iii) waives any objection that it may now or hereafter have to the laying of venue in any Proceeding arising out of or relating to this Agreement, any Closing Agreement or the Transactions contemplated hereby brought in any of those courts and any claim that any Proceeding brought in any of those courts has been brought in an inconvenient forum.

11.8 No Partnership; Relationship between Buyer and Seller. Nothing in this Agreement is intended or shall be construed to create any partnership, joint venture or similar relationship between Buyer and Seller; and in no event shall either Party take a position in any regulatory filing or Tax Return or other writing of any kind that a partnership, joint venture or other similar relationship exists. The Parties do not intend to form or hold themselves out as a *de jure* or *de facto* partnership, joint venture or similar relationship, to share profits or losses, or to share any joint control over financial decisions or discretionary actions. Notwithstanding anything herein to the contrary, neither Seller nor Buyer shall be prevented from exercising their respective rights or pursuing their remedies as owners of the Transferred Assets, as applicable.

11.9 Severability. Whenever possible, each provision of this Agreement shall be interpreted in a manner as to be valid, binding and enforceable under applicable Law, but if any provision of this Agreement is held to be unenforceable under applicable Law, the provision shall be unenforceable only to the extent expressly so held, without affecting the remainder of the provision or the remaining provisions of this Agreement. The Parties shall negotiate in good faith to agree upon legal, valid and enforceable substitute provisions to carry out the purposes and intent of any unenforceable provision.

11.10 Time of the Essence. Time is hereby expressly made of the essence with respect to each and every term and provision of this Agreement. The Parties acknowledge that each will be relying upon the timely performance by the other of its obligations hereunder as a material inducement to each Party's execution of this Agreement.

11.11 Limitations on Damages. EXCEPT IN THE CASE OF FRAUD, RECKLESSNESS OR WILLFUL MISCONDUCT, NO PARTY OR ANY OF ITS RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS, CONTRACTORS, SUBCONTRACTORS, ATTORNEYS, AGENTS, REPRESENTATIVES OR AFFILIATES, SHALL BE LIABLE FOR ANY DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, ARISING FROM THIS AGREEMENT OR ANY OF THE ACTIONS OR TRANSACTIONS PROVIDED FOR HEREIN, OTHER THAN FOR ACTUAL DAMAGES. IN ADDITION, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR IN ANY CLOSING AGREEMENT, IN NO EVENT SHALL ANY PARTY OR ANY OF ITS AND ITS RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS, CONTRACTORS, SUBCONTRACTORS, ATTORNEYS, AGENTS, REPRESENTATIVES OR AFFILIATES BE LIABLE UNDER THIS AGREEMENT OR, OR OTHERWISE AT LAW OR IN EQUITY, FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE DAMAGES, EXEMPLARY DAMAGES, LOST PROFITS, OR DAMAGES THAT ARE REMOTE, SPECULATIVE, INDIRECT, UNFORESEEN OR IMPROBABLE.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date first above written.

SELLER:

THE CITY OF HURON, OHIO

By: _____

Name: Todd A. Schrader _____

Title: Law Director _____

By: _____

Name: Sam Artino _____

Title: Mayor _____

Approved as to form:

BUYER:

AMP TRANSMISSION, LLC

By: _____
Name: Pamala M. Sullivan

Title: President

Approved as to form:

By: _____
Name: Lisa G. McAlister
Title: General Counsel

Schedule 1 – Permitted Encumbrances

There are no Permitted Encumbrances.

Schedule 2 – Assumed Liabilities

There are no Assumed Liabilities.

Exhibit A
Equipment

Line	Qty	Unit	Description	Manufacture
			<u>MAJOR EQUIPMENT</u>	-
A3	1	EA	CONTROL HOUSE- COMPLETE W/ BATTERY, AUX EQUIPMENT, HMI, RELAY ;PANELS PER SPEC- 1 SHIPPING SPLIT - TESTING - FIELD ASSISTANCE - OFFLOADED	JAGG
A4	3	EA	69KV BREAKERS	GE/ALSTOM
A7	1	EA	69KV, 1200A 3PH HORN GAP, GOAB SWITCH, MANUAL, VERT BRK, ALUM, PASCOR	PASCOR
A8	1	EA	69KV, 1200A 3PH DISCONNECT, GOAB SWITCH, MANUAL, VERT BRK, ALUM, PASCOR	PASCOR
A9	2	EA	69KV, 1200A 3PH DISCONNECT, GOAB SWITCH, MANUAL, VERT BRK, ALUM, PASCOR	PASCOR
A10	2	EA	69KV, 1200A 3PH DISCONNECT, GOAB SWITCH, MANUAL, VERT BRK, ALUM, PASCOR	PASCOR
A12	3	EA	SURGE ARRESTER - STATION CLASS, 48kV MCOV, 60kV RATING	HUBBELL
			<u>STEEL</u>	-
S1	1	EA	69KV TAKEOFF DEADEND BOX STRUCTURE	PEPCO
S2	1	EA	69KV - FE METERING STRUCTURE - (CT/PT SUPPLIED BY FE)	PEPCO
S3	3	EA	69KV 3PH HIGH BUS SUPPORT STRUCTURE	PEPCO
S4	6	EA	69KV 1PH LOW BUS TAP STRUCTURE	PEPCO
S5	2	EA	69KV SWITCH STAND	PEPCO
S6	2	EA	69KV 3PH BUS SUPPORT STRUCTURE	PEPCO
S7	1	EA	SHIELD/LIGHTNING MAST - 50'	GALV
S8	1	LOT	ANCHOR BOLTS AND TEMPLATES FOR ALL PEPCO SUPPLIED STRUCTURES	TF
S9	1	EA	SWITCH GROUND MATS 6X4 - (HORN GAP SWITCH)	PEPCO
S9A	5	EA	SWITCH GROUND MATS 3X4	PEPCO
			<u>BUSSING, FITTINGS - 69KV</u>	-
B1	940	FT	BUS PIPE 2.5" - SCH 40 6063T6 - 20' STICKS	
B2	900	FT	DAMPER CABLE - 266.8 Partridge	
B3	400	FT	JUMPER CABLE - 477 ACSR HAWK	
B3A	50	FT	JUMPER CABLE, 3/0 ACSR (PIGEON)	
B4	31	EA	INSULATORS - STATION POST TR278	TE
	1	LOT	BUS SUPPORT FITTINGS FOR 69KV BUS PER THE FOLLOWING:	TRAVIS PATTERN
B5	31	EA	BUS SUPPORT FITTING - 2-1/2" PIPE TO 5" B.C. - SLIP OR FIXED AS REQUIRED - BOLTED	TRAVIS PATTERN
B6	15	EA	TERMINALS - 2-1/2" PIPE TO 4-HOLE PAD, BOLTED ALUM	TRAVIS PATTERN
B6A	16	EA	TERMINALS - 2-1/2" PIPE TO 4-HOLE PAD, BOLTED ALUM - CENTER FORMED	TRAVIS PATTERN

B7	27	EA	TERMINALS - 477 ACSR TO 4-HOLE PAD, BOLTED ALUM	TRAVIS PATTERN
B7A	7	EA	TERMINALS - 3/0 ACSR TO 2-HOLE PAD, BOLTED ALUM	TRAVIS PATTERN
B8	12	EA	TERMINALS - 477 ACSR TO 4-HOLE PAD, BOLTED ALUM - 90-DEGREES	TRAVIS PATTERN
B9	12	EA	TEES - 2-1/2" PIPE TO 2-1/2" PIPE, BOLTED ALUMINUM	TRAVIS PATTERN
B9A	6	EA	TEES - 2-1/2" PIPE TO TWO 2-1/2" PIPES, BOLTED ALUMINUM - 15-DEGREE ANGLES	TRAVIS PATTERN
B9B	12	EA	TEES - 2-1/2" PIPE TO 2-1/2" PIPE, BOLTED ALUMINUM - 15-DEGREE ANGLE	TRAVIS PATTERN
B10	6	EA	TEES - 2-1/2" PIPE MAIN TO 477 ACSR TAP, BOLTED ALUMINUM	TRAVIS PATTERN
B10A	7	EA	TEES - 2-1/2" PIPE MAIN TO 2-HOLE PAD, BOLTED ALUMINUM	TRAVIS PATTERN
B11	6	EA	STUD CONNECTORS - 1-1/2" STUD TO 4-HOLE PAD, BOLTED ALUMINUM	TRAVIS PATTERN
B11A	6	EA	EXPANSION TERMINAL, 2-1/2" PIPE TO 4-HOLE PAD, ALUMINUM	TRAVIS PATTERN
B12	21	EA	COUPLERS - 2-1/2" PIPE TO 2-1/2" PIPE, BOLTED ALUMINUM	TRAVIS PATTERN
B13	27	EA	ELBOWS - 2-1/2" PIPE TO 2-1/2" PIPE, BOLTED ALUMINUM - 90-DEGREES	TRAVIS PATTERN
B14	4	EA	ELBOWS - 2-1/2" PIPE TO 2-1/2" PIPE, BOLTED ALUMINUM - 45-DEGREES	TRAVIS PATTERN
B15	9	EA	END CAP, 2-1/2" PIPE	TRAVIS PATTERN
B16	3	EA	DEADEND CLAMP FOR STATIC LINE	MACLEAN
B17	3	EA	SHACKLE FOR STATIC DEADEND	HUBBELL
B18	250	FT	STATIC WIRE 3/8 GALVANIZED	NATIONAL
BSA	1	LOT	BOLT SETS - TERMINAL, EQUIPMENT MOUNTING, ETC - COMPLETE AS REQ	TF
BS1	500	EA	1/2" X 2-1/2" SS HEX BOLT W/ 1/2" HEX NUT, (2) 1/2" FLAT WASHERS, (1) 1/2" LOCK WASHER (TERMINALS)	
BS2	125	EA	5/8"-11 X 1-1/4" GALV. HEX BOLT W/ 1/2" FLAT AND LOCK WASHER (INSULATORS)	
BS3	20	EA	1/2" X 3" GALV. HEX BOLT W/ 1/2" HEX NUT, (2) 1/2" FLAT WASHERS, (1) 1/2" LOCK WASHER (CTs & PTs)	

Exhibit B

Ground Lease Agreement

[See Attached]

GROUND LEASE

THIS GROUND LEASE ("Lease") is entered into this ___ day of _____, 2020 (the "Commencement Date"), between The City of Huron, Ohio, an Ohio municipal corporation ("Lessor"), and AMP Transmission, LLC, an Ohio non-profit corporation ("Lessee").

RECITALS

A. Lessor operates an electric distribution utility in Huron, Ohio. Prior to the date of this Lease, Lessor owned 69 kilovolt ("kV") facilities and associated equipment at its substation, including but not limited to two 69 kV transformers, three 69 kV breakers, a control house, and associated equipment, including steel arrangements, foundations, breakers, and major equipment including the inside of the control house, relay panels, and DC battery systems, arresters and switches and associated equipment (collectively, the "Equipment"), as described more fully in the Purchase Agreement (defined below).

B. On the Commencement Date, Lessor has sold the Equipment to Lessee, pursuant to an Asset Purchase and Sale Agreement (the "Purchase Agreement"). As contemplated in that agreement, the Equipment or its replacements shall remain in place at the Substation located at 1100 Rye Beach Road, Huron, Ohio 44839, to be used in connection with the transmission of electricity from the transmission grid to Huron's distribution utility at the Substation.

C. Through this Lease, Lessor seeks to provide Lessee with access on a non-exclusive basis to the Leased Premises (defined below), and with the right to occupy on a non-exclusive basis the Leased Premises to permit it to own, operate, maintain, repair and replace the Equipment during the term of this Lease, on the terms set forth more fully below.

On the Commencement Date, Lessor has also provided to Lessee a Perpetual Access Easement (the "Easement"), granting Lessee rights to access to the Equipment and the Leased Premises and the right to own, operate, maintain, repair and replace the Equipment at the Leased Premises for so long as Lessee or its successors and assigns own any of that Equipment or its replacements, on the terms set forth in that Easement.

AGREEMENTS

NOW, THEREFORE, in consideration of the rents and mutual covenants herein contained, Lessor and Lessee do hereby covenant, promise and agree as follows:

I. LEASED PREMISES AND ACCESS RIGHTS

A. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, on a non-exclusive basis with Lessor, the real property described on Lease Exhibit A, attached hereto, and by this reference incorporated herein, together with all rights and appurtenances thereto (the "Leased Premises"), situated in the County of Erie, State of Ohio. All references to the Leased Premises shall be deemed to include any subsequent

improvements to the Leased Premises, whether made by Lessor or Lessee. The provisions of this Lease are all covenants running with the land for the duration of the Term (as defined below) only.

B. The parties acknowledge that the Leased Premises include the Substation as well as additional area around the substation amounting to approximately three acres. Lessor hereby grants Lessee and its directors, managers, officers, employees, agents, contractors (collectively, its "Representatives") and its and their invitees access at no charge to them to and across the Substation property during the Term to enable access to the Leased Premises by Lessee and its Representatives and invitees. In addition, Lessee and its Representatives shall have reasonable access to and use of, at no charge to them, the Substation facilities (e.g., offices, restrooms, storage facilities, if any) as requested by Lessee in connection with the ownership, operation, maintenance, repair, replacement, improvement, and removal of the Equipment and the use or the Leased Premises.

C. Lessee agrees that it and its Representatives shall comply with Lessor's reasonable safety rules at the Substation.

D. This Lease is subject to a non-exclusive license in favor of Lessor to the lands and improvements owned by Lessor that are adjacent and contiguous to the Leased Premises for access to the Substation as may be necessary from time to time, with Lessor's permission and in accordance with Lessor's safety and other protocols.

II. LEASE TERM

The initial term of this Lease (the "Initial Term") shall commence at 12:01 a.m., on the Commencement Date, and end at 11:59 p.m. on December 31, 2055, unless sooner terminated or extended, as provided herein. At Lessee's option, which may be exercised by Lessee in writing at any time prior to the expiration of the Initial Term, Lessee may extend the term of this Lease for an additional ten year term, commencing with the expiration of the Initial Term (the "Extended Term" and collectively with the Initial Term, the "Term"). In the event that Lessee opts in writing to extend this Lease, the lease payment(s) shall be determined by mutual agreement of Lessor and Lessee in accordance with the fair market value of the leasehold interest at the time of such extension.

In the event that Lessee sells or transfers the Equipment to Lessor or a third party, this Lease shall terminate once the asset transfer is complete unless the Lease is also transferred with the Equipment.

III. LEASE PAYMENTS

A. Commencing on the Commencement Date, Lessee shall pay to Lessor as "Base Rent" for the Leased Premises, without notice, set-off, deduction or demand, the sum of TBD Dollars (\$.00) as a one-time, upfront payment payable on the Commencement Date. Lessor acknowledges the receipt of the full payment for the initial term, which shall be applied as a prepaid rent credit.

B. In the event that Lessor shall be required to pay any transaction privilege or sales tax levied upon or assessed against the Base Rent or additional rental received by Lessor by any governmental authority having jurisdiction paid by Lessee to Lessor hereunder ("Rental Taxes"), specifically excluding Lessor's income tax, Lessee shall pay its Pro Rata Share of those Rental Taxes in addition to the Base Rent which Lessee is required to pay Lessor herein. The amount required to be paid by Lessee to Lessor for Rental Taxes shall be paid on or before the date the taxes are due and shall be considered as the payment of taxes, and not the payment of rent.

C. Lessee shall pay its Pro Rata Share of any Real Estate Taxes imposed on the Leased Premises as described herein and in Section VII. "Real Estate Taxes" shall mean: all taxes and assessments, general, special or otherwise, levied upon or with respect to the Leased Premises and the land upon which it is located and related personal property, whether imposed by federal, state or local governments, or any school, agricultural, lighting, drainage or other improvement district; taxes and assessments of every kind and nature whatsoever levied, assessed and imposed on Lessor in lieu of or in substitution for existing or additional real or personal property taxes or assessments; and the cost of contesting by appropriate proceedings the amount or validity of any of the aforementioned taxes or assessments; provided, that Real Estate Taxes shall not include income taxes of Lessor. All rentals due under this Lease (Base Rent, Rental Taxes, and Real Estate Taxes) shall be paid to Lessor at its address of record as set forth below.

D. This Lease is intended to be and shall be deemed and construed as a "gross lease," pursuant to which Lessee shall have use and access to the Leased Premises net of any other costs or expense other than the Base Rent, the Rental Taxes, the Real Estate Taxes provided for above and any personal property taxes owed on the Equipment. The parties agree that any other charges to Lessee, if any, shall be addressed in the O&M Agreement. If not provided for thereunder, then those other charges shall be for the account of Lessor, not Lessee. Without limiting the foregoing, Lessee shall not be responsible for impositions, charges or expenses of any nature whatsoever, including without limitation any of the following: all electrical power, security, janitorial services, water, waste disposal, gas, maintenance of refuse removal facilities, insurance premiums, licenses, maintenance, supplies, costs of operation, and remodeling

E. Each of Lessee and Lessor shall keep the Leased Premises and all adjacent sidewalks, parking and service areas free and clear of all debris, trash, garbage, and waste resulting from the operation of their respective business.

IV. MAINTENANCE

Lessee agrees to maintain the Leased Premises and all improvements thereon in good condition and repair (ordinary wear and tear and casualty and condemnation excepted) and Lessor shall have no responsibility for the maintenance and repair of the Leased Premises, except as otherwise set forth in the Operation and Maintenance Agreement and provided, further that Lessee shall be responsible for damage and repair of the Leased Premises caused by the actual conduct of Lessee or its employees or agents. The Operation and Maintenance Agreement shall address the rights of the

parties to operate and maintain any equipment or improvements located on the Leased Premises.

V. ENVIRONMENTAL LAWS

Lessee and Lessor shall each comply with all federal, state and local laws relating to environmental matters, and to the extent permitted by law, Lessee shall defend, indemnify and hold harmless Lessor and Lessor's shareholders, officers, directors, managers, members, employees and agents (collectively, as applicable, the "Indemnified Parties") from and against any and all claims, demands, liabilities, fees, fines, investigations, penalties, judgments, losses, suits, costs and expenses, including cost of compliance, remedial costs, clean-up costs, reasonable attorney's fees, and court costs arising from or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling, or the emission, discharge, release or threatened release into the environment, of any pollutant, contaminant or hazardous or toxic material, substance or matter from, on or at the Leased Premises as a result of any act or omission on the part of Lessee or its directors, officers, employees, contractors or agents. These indemnification and defense obligations shall survive the expiration or termination of this Lease. Lessee shall not be responsible for any environmental matter which first arose before the Commencement Date, including any environmental matter discovered thereafter which occurred on or before that date.

VI. NO MORTGAGE BY LESSOR

During the term of this Lease, Lessor shall not at any time encumber or permit the Leased Premises to be encumbered with any senior lease, mortgage, deed of trust, or other lien or encumbrance in connection with any financing or indebtedness for the benefit of Lessor or otherwise.

VII. TAXES AND ASSESSMENTS; INSURANCE; AND CONSTRUCTION

A. All Real Estate Taxes and personal property taxes, general and special assessments and other charges which are in the nature of such taxes or assessments levied on or assessed against the Leased Premises, improvements located on the Leased Premises, personal property located on the land or improvements, the leasehold estate, or any subleasehold estate, which accrue during the term of this Lease shall be paid by Lessor and Lessee based on their Pro Rata Shares as reasonably determined by Lessor. Those taxes, assessments, installments or charges which are due and payable on or prior to the Commencement Date or after the Term ends shall be paid by Lessor.

B. Lessee and Lessor shall each have the right to reasonably contest and appeal the amount of any Real Estate Taxes, assessments or charges for which they are responsible under this Lease and each may institute proceedings in its own name or jointly with consent of the other party. Should it be necessary to pay those taxes, assessments or charges under written protest before the same can be contested, each shall pay its Pro Rata Share of those taxes, assessments or charges so as to prevent the Leased Premises, improvements and personal property, or any portion thereof, from being sold or conveyed pursuant to a tax or other statutory sale or treasurer's or other

deed authorized by any applicable statute or ordinance. Each party shall be authorized to collect any refund payable as a result of any proceeding that party institutes for that purpose and any refund shall be the property of the parties on a Pro Rata basis after deduction for all costs and expenses incurred in connection with the pursuit of that contest or appeal.

C. Property insurance must be procured by each Party for their owned assets from an insurance company with a Best A-/VII rating or better. Lessee shall insure the assets that have shared ownership with Lessor. All insurance proceeds shall be paid to and owned exclusively by the party procuring that policy.

D. Lessee shall procure commercial general liability insurance from an insurance company with a Best A-/VII rating or better in the amount of not less than ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) per occurrence and not less than TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00) in the aggregate.

E. Lessee's policy of insurance shall name Lessor as an additional insured and shall deliver the policy of insurance or a copy thereof to Lessor prior to the Commencement Date. Renewals thereof as required shall be delivered to Lessor at least thirty (30) days prior to the expiration of the policy terms. Lessee shall notify Lessor at least thirty (30) days prior to cancellation of the insurance.

F. Lessor and Lessee each waive, to the fullest extent possible, any and all rights of recovery against the other, or against their Representatives, for loss of or damage to the waving party or its property or the property of others under its control, except where the waiver has or would have the effect of invalidating or denying either parties coverage under any insurance policy held at the time of loss.

G. All insurance proceeds on account of fire, damage or destruction under the policies of casualty insurance shall be paid to and owned exclusively by the party procuring that policy.

VIII. TERMINATION OR EXPIRATION

A. At the expiration of the Term of this Lease, as the same may be duly extended, or sooner terminated pursuant to this Lease, all Lessee-owned improvements (if any), may be removed by Lessee during the succeeding ninety (90) days following that termination (and Lessee shall have continued access and occupancy rights for no additional rent during that period) at its discretion. That period shall be extended by each day for which access to the Leased Premises is restricted by Lessor. Any property not removed by Lessee during that period shall become the property of Lessor "AS-IS" and without warranty.

B. Except for the removal period noted above, any holding over after the expiration of the term of this Lease shall be construed to be a tenancy from month to month, cancelable upon thirty (30) days written notice by Lessor or Lessee, and upon terms and conditions under this Lease as existed during the last year of the term hereof or any extended term.

C. Lessee shall restore any damage to the Leased Premises or the Substation caused by the removal of any Equipment, provided, however, that nothing in this Lease shall require Lessee to replace any of the Equipment or to restore any electric transmission facility following Lessee's removal or abandonment of that Equipment, regardless of the operating condition of that Equipment. Lessor hereby assumes responsibility for assuring that the power transmitted to the Substation can be transmitted outside of the Substation following the expiration of the Term, regardless of the reason for the termination of this Lease.

IX. PERMITTED USE; COMPLIANCE WITH LAWS AND REGULATIONS

A. Throughout the term of this Lease and during any extended terms of the Lease, Lessee shall be permitted to use and occupy the Leased Premises for any lawful purpose consistent with the ownership, operation, maintenance, repair, replacement, improvement, and removal of transmission equipment, and for any other purpose incident thereto. Lessee shall comply during the Term and any Extended Terms with all present and future laws, acts, rules, requirements, orders, directions, ordinances and/or regulations, administrative decisions, and other holdings or requirements of all governmental authorities (whether state, federal or local), ordinary or extraordinary, foreseen or unforeseen, concerning the Leased Premises or improvements thereon, except Lessee shall have no obligation for environmental matters which existed on or adjacent to the Leased Premises on the Commencement Date.

B. To the extent permitted by law, Lessee shall defend, hold harmless and indemnify Lessor and its Indemnified Parties, from and against any and all actions, causes of action, damages, expenses, fees, fines, investigations, loss, penalties, suits, judgments, or claims for damages of every kind and nature, including but not limited to third party claims for personal injury and/or property damage (including without limitation reasonable attorneys' fees and expenses) arising out of any breach of this Lease, the acts or omissions of Lessee and its agents, employees, and authorized representatives, damage or destruction to Lessor's existing electric distribution system as a result of the acts or omissions of Lessee, failure by Lessee and its Representatives to comply with any laws, acts, rules, requirements, orders, directions, ordinances and/or regulations, the intention of the parties being with respect thereto that each party during the Term shall discharge and perform all their respective obligations in accordance therewith. Each party further covenants and agrees that it will procure and maintain, at its own expense, all required licenses, operating permits, certificates, or other items required by any governmental, regulatory, or licensing body with respect to its operations at the Substation and on the Leased Premises. These indemnification and defense obligations shall survive the expiration or termination of this Lease.

X. TRANSFER OR CONDEMNATION

A. Total, Substantial, or Unusable Remainder. If at any time during the term of this Lease:

(1) *Total or Substantial Taking.* Title to the whole or substantially all of the Leased Premises shall be transferred, this Lease shall terminate and expire on the date possession is transferred; or

(2) *Remainder Unusable for Purposes Leased.* Title to a substantial portion of the Leased Premises shall be transferred, and the remaining part of the Leased Premises cannot feasibly be used or converted for use by Lessee for the purpose for which it was being used immediately prior to the event, Lessee may, at its option, terminate this Lease within ninety (90) days after the transfer by serving upon Lessor at any time within said ninety (90) day period, a thirty (30) day written notice of Lessee's election to so terminate accompanied by a certificate of Lessee that the remaining part of the Leased Premises cannot feasibly be used or converted for use by Lessee for that purpose.

B. Partial Taking--Lease Continues. In the event of any taking of less than the whole or substantially all of the Leased Premises, the Term shall not be reduced or affected in any way. In that case, the parties shall confer in good faith to determine whether adjustments to the Base Rent and other terms hereof and under the O&M Agreement shall be made to restore the parties, to the greatest extent feasible, to their situation immediately prior to that partial taking, in light of their Pro Rata Share and operations on the Leased Premises.

C. Award Payments. In the event of a taking pursuant to any of the foregoing subsections, Lessor and Lessee shall work in good faith to divide the award according to their respective interests in the Leased Property, and if they are unable to reach agreement, the award shall be shared according to their Pro Rata Interests, except awards with respect to personal property owned by each party shall belong to that party alone.

D. Rights of Participation. Each party shall have the right, at its own expense, to appear in and defend any condemnation proceeding and participate in any and all hearings, trials, and appeals therein.

E. Notice of Proceeding. In the event Lessor or Lessee shall receive notice of any proposed or pending condemnation proceedings affecting the Leased Premises, the party receiving the notice shall promptly notify the other party of the receipt and contents thereof.

F. Relocation Benefits. Lessee is not waiving any of its rights to any federal, state or local relocation benefits or assistance provided in connection with any condemnation or prospective condemnation action.

G. Covenant Not to Exercise Condemnation Powers. To the fullest extent permitted by law, Lessor agrees not to exercise its condemnation powers to acquire any or all of Lessor's interests in the Leased Premises or any of the Equipment, rights or other interests of Lessor therein.

XI. DESTRUCTION OF EQUIPMENT OR IMPROVEMENTS

If all or any portion of the Equipment or improvements on the Leased Premises should be destroyed by fire, flood or other casualty, then Lessee shall repair or replace those items at its own cost, except to the extent the damage was caused by Lessor or its Representatives.

XII. DEFAULT; REMEDIES

A. Each of the following shall constitute an Event of Default in breach of this Lease:

(1) A party shall fail to pay any amounts due hereunder or any other agreements between them on any day upon which the same is due, and the same shall not be paid within fifteen (15) days after written notice from the party to the other of that failure to pay;

(2) A party shall do or permit anything to be done, whether by action or inaction, contrary to any material covenant or agreement on the part of that party in this Lease or the O&M Agreement or otherwise contrary to any of the material covenants, agreements, terms or provisions of this Lease or the O&M Agreement, or the party shall otherwise fail in the keeping or performance of any of the covenants, agreements, terms or provisions contained in this Lease or the O&M Agreement which on the part or behalf of that party are to be kept or performed, and that party remains in violation sixty (60) days after written notice thereof from the other party; provided, however, that if the default cannot be reasonably corrected within a sixty (60) day period, then the party shall not be deemed in default if it has, within that sixty (60) day period, commenced to correct the default and diligently thereafter pursues the correction to completion, subject to an event of enforced delay (together with the period noted in subsection A(1) above, as applicable, a "Cure Period").

(3) An involuntary petition shall be filed against a party under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import, or a receiver of or for the property of that party shall be appointed without the acquiescence of the other party, and that situation shall continue and shall remain undischarged or unstayed for an aggregate period of one hundred twenty (120) days;

(4) A party shall make an assignment of its property for the benefit of creditors or file a voluntary petition under any bankruptcy or insolvency law, or whenever any court of competent jurisdiction shall approve a petition filed by the party under the reorganization provisions of the United States Bankruptcy Code or under the provisions of any law of like import, or whenever a petition shall be filed by the party under the arrangement provisions of the United States Bankruptcy Code;

(5) A party shall abandon the Leased Premises prior to the termination of the Lease and not cure that abandonment within ninety (90) days of notice from the other party, provided, however, that Lessee shall not be deemed to have abandoned the

Leased Premises so long as the O&M Agreement or any successor thereto shall remain in place and for a period of 180 days following its termination;

B. Upon the occurrence of any Event of Default on the part of a party, as set forth in this Lease, and in addition to all other rights and remedies the other party may have under this Lease or under applicable law, the non-defaulting party shall have the following rights and remedies, but it shall not have any obligation to do so:

(1) It may enter into and upon the Leased Premises to do all things reasonably deemed necessary or desirable by that party to cure any uncured Event of Default, and the defaulting party shall pay the non-defaulting party on demand all sums expended by it in curing or attempting to cure any such Event of Default, together with interest on those sums at six percent (6%) per annum;

(2) It may continue this Lease in effect until it elects to terminate the Lease by written notice to the defaulting party, and the defaulting party shall remain liable to perform all of its obligations under this Lease, and the non-defaulting party may enforce all of its rights and remedies, including the right to recover all amounts and all other payments and charges payable hereunder to it as the same fall due. If the defaulting party abandons the Leased Premises or fails to maintain and protect the Leased Premises as herein provided, the non-defaulting party may do all things necessary or appropriate to maintain, preserve and protect the Leased Premises. The defaulting party agrees to reimburse the non-defaulting party on demand for all amounts reasonably expended by it in maintaining, preserving and protecting the Leased Premises;

(3) Upon the occurrence of one or more of the Events of Default listed above, the non-defaulting party may at any time thereafter, but not after the default is cured, give written notice ("Second Notice") to the defaulting party specifying the Event(s) of Default and stating that this Lease and the Lease term hereby demised shall expire and terminate on the date specified in that notice, which shall be at least thirty (30) days after the giving of the Second Notice, and upon the date specified in the Second Notice, this Lease and the Lease Term shall expire and terminate as of that date. The defaulting party shall pay all amounts due to the non-defaulting party, less any undisputed amounts it owes the defaulting party.

C. No right or remedy herein conferred upon or reserved to a party is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute.

XIII. NON-WAIVER

No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or conditions. Acceptance of rent by Lessor during a period in which Lessee is in default in any respect other than payment of rent shall not be deemed a waiver of the other default.

XIV. NOTICES

Any notice required to be given or which may be given hereunder shall be in writing, delivered in person, by overnight delivery service, or by certified mail, postage prepaid, return receipt requested, addressed to the party at the following address or at such other change of address as may, from time to time, be communicated to the other party in the same manner as notice hereunder is required to be given. The addresses of parties to which all notices are to be mailed are:

Lessor: City of Huron, Ohio
417 Main Street
Huron, OH 44839
Attn: Mayor
Phone: (419) 433-5000
Fax: (419) 433-5120
E-Mail: sam.artino@huronohio.us

with a copy to: City of Huron, Ohio
417 Main Street
Huron, OH 44839
Attn: Law Director
Phone: (216) 619-7850
Fax: (216) 916-2430
tschrader@sseg-law.com

Lessee: AMP Transmission, LLC
1111 Schrock Road, Suite 100
Columbus, OH 43229
Attn: Pamala M. Sullivan
Phone: 614-540-0971
E-Mail: psullivan@amppartners.org

with a copy to: AMP Transmission, LLC
1111 Schrock Road, Suite 100
Columbus, OH 43229
Attn: Lisa G. McAlister
Phone: 614-540-1111
Fax: 614-540-6397
E-Mail: lmcalister@amppartners.org

That notice shall be deemed given when personally delivered, on the delivery date if delivered via overnight delivery service, upon transmission if sent by e-mail or facsimile before 5:00 p.m. local time of the recipient on a Business Day, or on the next Business Day if sent thereafter, or, if mailed in accordance with the provisions hereof, then five (5) Business Days following the deposit of the written notice in the United States mails. A "Business Day" is any day that is not a Saturday, Sunday or any day on which banks located in the State of Ohio are authorized or obligated to close.

XV. EASEMENTS

A. Lessor has granted to Lessee the Easement. The parties agree that the rights under the Easement are independent of this Lease and shall have legal effect notwithstanding the amendment or termination of this Lease.

B. Lessor agrees, at the request of Lessee and at Lessee's sole expense, to grant additional easements over, under, upon or across the Leased Premises as may be reasonably necessary in Lessee's opinion to enable the Leased Premises, and any improvements constructed or to be constructed thereon, to be adequately served by gas, electricity, water, sewer, telephone and other utilities and to permit Lessee, its Representatives, independent contractors, licensees and invitees to have full and reasonable access to the Leased Premises for any purposes permitted under this Lease or the Easement. Those easements shall be subject to Lessor's reasonable approval.

XVI. CONSTRUCTION OF TERMS

This Lease shall not be strictly construed either against the Lessor or the Lessee. The term "including" shall mean "including without limitation" regardless of whether so stated. Whenever reference is made to persons, unless the context otherwise requires, words denoting the singular number may, and where necessary shall, be construed as depicting plural number, and words of the plural number may, and where necessary shall, be construed as denoting the singular and words of one gender may, and where necessary shall, be construed as denoting another gender as is appropriate.

XVII. ASSIGNMENT, SUBLETTING

A. Transfers. Intentionally omitted.

B. Subleases. Without the prior written consent of Lessor, Lessee shall not assign its rights under this Lease to any other Person.

XVIII. ENTIRE AGREEMENT

This Lease, the Easement, the O&M Agreement, the Purchase Agreement and the exhibits attached to any of the foregoing set forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the Leased Premises and this Lease, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as set forth in those documents. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by each of them.

XIX. PARTIAL INVALIDITY

If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

XX. BINDING EFFECT

All of the terms, covenants, conditions and provisions contained in this Lease shall be binding upon and shall inure to the benefit of the Lessor and Lessee and their respective heirs, executors, administrators, successors and assigns. A mortgagee is a third party beneficiary of the mortgagee provisions contained in this Lease.

XXI. HEADINGS

As used herein, any section or paragraph headings or defined terms are for convenience only and are not to be used in the construction of the sections nor are they meant to limit or expand the content of the sections.

XXII. TIME OF THE ESSENCE

Time is of the essence of this Lease and each and every provision hereof.

XXIII. MEMORANDUM OF LEASE

This Lease shall not be recorded without the written consent of both parties. Concurrently with the execution of this Lease, the parties shall execute and cause to be recorded a Memorandum of Lease in the form attached hereto as Lease Exhibit B.

XXIV. INDEMNITY

11.12 Indemnification. Notwithstanding the termination of the Lease for any reason, to the fullest extent permitted by law, Lessee shall indemnify, defend, and hold harmless Seller and its trustees, members, officers, employees, agents, and their subsidiaries and affiliates (collectively "Seller Indemnified Parties") from and against all actual or threatened actions, causes of action, claims, demands, damages, losses, fees, fines, penalties, judgments, suits and expenses arising out of or in connection with the Transaction, relating to or resulting from:

- (a) The material breach of any representation or the breach of any warranty made by Lessee in this Lease:
- (b) the material breach of any covenant or agreement made or undertaken by Lessee in this Lease;
- (c) the acts or omissions of Lessee;
- (d) breach of this Lease;

- (e) Damage or loss to Lessor's existing electric distribution system as a result of the acts or omissions of Lessee and/or Lessee's agents, employees or authorized Representatives.

Lessee's indemnification obligation exists regardless of whether or not the actions, causes of action, claims, demands, damages, loss, fee, fine, penalty, suit, judgment or expense is caused in part by one or more of the Lessor Indemnified Parties. But this section does not obligate Lessee to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

In claims against one or more of the Lessor Indemnified Parties by any direct or indirect employee of Lessor, a subcontractor, or a person or entity for whom Lessor or a subcontractor may be liable, the indemnification obligation will not be limited by a limitation on the amount or type of damages or penalties. Lessee's indemnification obligation will survive termination of this Lease.

A. Liens. Lessor shall not permit any monetary liens to encumber the Leased Premises which have priority over the Lease. In the event Lessor encumbers the Leased Premises subsequent to the date of this Lease, (i) the Lease shall retain its priority position, and (ii) the holder of each Lessor Mortgage or security interest shall execute and deliver to Lessee a fully executed and acknowledged non-disturbance agreement in a commercially reasonable form, and reasonably acceptable to Lessee and any Lessee Mortgagee whereby the holder agrees, among other things, to recognize Lessee's rights under this Lease and not to disturb Lessee's possession and use of the Leased Premises and such other appurtenant rights and easements in the Leased Premises. With respect to other monetary encumbrances (i.e., mechanics' liens, judgment liens, tax liens, etc.), Lessor shall take any such actions as are required to prevent any material adverse effect to Lessee's use hereunder as a result of such encumbrances.

B. Personal Injury. Each party shall defend, indemnify and hold harmless the other party harmless from any and all actual or threatened actions, causes of action, claims, demands, damages, losses, fees, fines, penalties, judgments, suits and expenses arising out of or in connection with personal injury to the other party or its Representatives, invitees or third parties, or to other occupants of any part of the Leased Premises, or for any damage to any property of the other party or of any other occupant of any part of the Leased Premises, to the extent caused by the negligence or willful misconduct of that party or its Representatives.

Lessee's indemnification obligation will survive termination of this Lease..

XXV. ESTOPPEL CERTIFICATES

Lessor or Lessee, including Lessee's assignees and sublessees, may request, from time to time, a certificate from the other party, or a statement, within twenty (20) days of demand in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (b) the dates to which the Base Rent and other charges have been paid in advance, if any, (c) for any certificate by Lessee, Lessee acceptance and possession of the Leased Premises, (d) the commencement of the Lease term, (e)

the Base Rent provided under the Lease, and (f) that the other party is not in default under this Lease (or if it claims a default, the nature thereof), (g) that the party claims no offsets against amounts owed to the other, and (h) other information as shall be reasonably necessary to establish the status of the tenancy created by this Lease. It is intended that any statement delivered pursuant to this Article may be relied upon by any prospective purchaser, Mortgage holder or assignee of any Mortgage holder of the Leased Premises.

XXVI. FORCE MAJEURE

If Lessor or Lessee shall be delayed, hindered in or prevented from the performance of any acts required hereunder, other than the payment of Rent, by reason of a Force Majeure Delay, then performance of such acts shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equal to the period of such delay.

XXVII. OPERATOR

To the extent that Lessee engages a third party other than Lessor (each, an "Operator") to operate, maintain, repair and replace the Equipment or to otherwise act with respect to the Leased Premises, the Operator may perform, on Lessee's behalf, any or all of the obligations of Lessee under this Lease, and Lessor agrees to accept performance of those obligations from the Operator as though the same were performed by Lessee.

XXVIII. QUIET ENJOYMENT AND COOPERATION

A. Lessee, upon paying the Base Rent and all other charges owing under this Lease, and upon performing all of its obligations under this Lease, will peaceably and quietly enjoy its non-exclusive rights to access and occupy the Leased Premises, subject to the terms of this Lease. Lessee shall use commercially reasonable efforts to assure that its activities in connection with the Lease do not unreasonably interfere with the use by Lessor of the Substation or the Leased Premises or other assets not owned by Lessee, subject to Lessee's rights to maintain, service, repair and replace the Equipment at times it deems necessary or appropriate.

B. Each party shall execute further agreements or instruments reasonably requested by the other party to carry out the terms hereof and the other referenced agreements and the contemplated transactions.

XXIX. GOVERNING LAW/DISPUTE RESOLUTION

A. This Lease shall be governed in all respects, including validity, interpretation and effect, by the internal Laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Ohio, except to the extent that portions hereof regulated by Federal law shall be governed by that Law.

B. Subject to the provisions of subsection (C), each party hereby

unconditionally and irrevocably, to the fullest extent permitted by law, (i) consents to jurisdiction in any legal proceeding arising out of or relating to this Lease, or any of the other agreements noted herein or the transactions contemplated hereby or thereby, and agrees that any proceedings arising out of this Lease or any of those other agreements or transactions shall be brought and prosecuted exclusively in a state court of competent jurisdiction located in the state or federal courts located in Franklin County or Erie County, Ohio, and any judgment obtained as a result thereof may be filed in any court of competent jurisdiction, (ii) submits to the *in personam* jurisdiction of those courts and waives and agrees not to assert in any proceeding before any of those Forums, by way of motion, as a defense or otherwise, any claim that it is not subject to the *in personam* jurisdiction of any of those courts, and (iii) waives any objection that it may now or hereafter have to the laying of venue in any proceeding arising out of or relating to this Lease or those agreements or transactions brought in any of those Forums and any claim that any proceeding brought in any of those Forums has been brought in an inconvenient forum.

C. Unless otherwise provided pursuant to this Lease, all disputes between the parties shall be resolved, if possible, in accordance with the following dispute resolution procedures.

XXX. NO PARTNERSHIP

Nothing in this Lease is intended or shall be construed to create any partnership, joint venture or similar relationship between Lessor or Lessee; and in no event shall either party take a position in any regulatory filing or Tax Return or other writing of any kind that a partnership, joint venture or other similar relationship exists. The parties do not intend to form or hold themselves out as a *de jure* or *de facto* partnership, joint venture or similar relationship, to share profits or losses, or to share any joint control over financial decisions or discretionary actions. Notwithstanding anything herein to the contrary, neither Lessor nor Lessee shall be prevented from exercising their respective rights or pursuing their remedies as owners of the Substation, Equipment, as applicable.

XXXI. COUNTERPARTS

This Lease may be executed in counterparts and each of which shall be deemed to be an original, and together which shall constitute one instrument. Counterparts may be delivered by facsimile or other electronic means and shall be effective upon that delivery as if a signed original had been delivered at that time to the other party.

XXXII. LIMITATION ON DAMAGES

EXCEPT IN THE CASE OF A PARTY'S FRAUD, RECKLESSNESS OR WILLFUL MISCONDUCT, OR THE EVENT OF THIRD PARTY LIABILITY, NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY OR ANY OF ITS AFFILIATES, OFFICERS, TRUSTEES, DIRECTORS, CONTRACTORS, SUBCONTRACTORS, ATTORNEYS, AGENTS, REPRESENTATIVES OR AFFILIATES, FOR ANY DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY OR

ANY OTHER LEGAL THEORY, ARISING FROM THIS LEASE OR ANY OF THE ACTIONS OR TRANSACTIONS PROVIDED FOR HEREIN, OTHER THAN ACTUAL DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR IN ANY OTHER AGREEMENT BETWEEN THEM, IN NO EVENT SHALL ANY PARTY BE LIABLE UNDER THIS LEASE OR OTHER AGREEMENT, OR OTHERWISE AT LAW OR IN EQUITY, FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE DAMAGES, EXEMPLARY DAMAGES, LOST PROFITS OR DAMAGES THAT ARE REMOTE, SPECULATIVE, INDIRECT, UNFORESEEN OR IMPROBABLE, OR ANY OTHER DAMAGES OTHER THAN ACTUAL DAMAGES. EACH PARTY HEREBY RELEASES THE OTHER PARTIES AND THEIR CONTRACTORS, SUBCONTRACTORS, AGENTS, AND AFFILIATES FROM ANY OF THOSE DAMAGES (EXCEPT TO THE EXTENT PAID TO A THIRD PARTY IN A THIRD PARTY CLAIM).

XXXIII. LESSOR REPRESENTATIONS AND WARRANTIES

A. Lessor's Representations. Lessor hereby represents and warrants to Lessee that:

(1) Lessor has no actual knowledge of any existing physical conditions of the Leased Premises which would prevent, significantly restrict or make more expensive Lessee's development of the Leased Premises for the purposes specified in this Lease, or which could, with the passage of time, or the giving of notice, constitute a violation of any currently applicable governmental law, ordinance, order, rule or regulation.

(2) The execution of this Lease will not constitute a violation of nor be in conflict with nor constitute a default under any term or provision of any agreement or instrument to which Lessor is a party or by which the Leased Premises or any part thereof is bound.

(3) Without having made any specific investigation thereof, and without undertaking to do so, Lessor has no actual knowledge of any law, regulation, ordinance or order of any local, state or federal governmental authority which would prohibit or significantly restrict Lessee's development of the Leased Premises pursuant to this Lease. To the best of Lessor's knowledge, the Leased Premises is currently in material compliance with all governmental laws, ordinances, orders, rules and regulations applicable to the Leased Premises.

(4) Intentionally omitted.

(5) Lessor warrants that Lessor holds a fee simple interest in the Leased Premises and, to the best of Lessor's knowledge, that the Leased Premises are free of any liens, encumbrances or restrictions of any kind that may interfere with Lessee's anticipated use of the Leased Premises. During the Term of this Lease, Lessor covenants and agrees that neither Lessor nor its agents, lessees, invitees, guests, licensees, successors or assigns will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Lessee of its rights granted by this Lease; or (ii) take any action which will interfere with or impair Lessee's access to the Leased Premises for the purposes specified in this Lease. Lessor further covenants that, to the best of Lessor's knowledge, there are no outstanding written or oral leases, purchase or sale agreements or other agreements or restrictions encumbering, or in any way affecting the Leased Premises,

and no person or entity has any right with respect to the Leased Premises, whether by option to purchase, contract or otherwise, that would prevent or interfere with any of Lessee's rights under this Lease.

(6) The representations and warranties set forth in this Section shall survive the execution and delivery hereof.

XXXIV. EXHIBITS AND INCORPORATION

The following exhibits, which are attached hereto or are in the possession of the Lessor and Lessee, are incorporated herein by reference as though fully set forth:

Lease Exhibit "A"	Legal Description of Leased Premises
Lease Exhibit "B"	Memorandum of Ground Lease

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease effective as of the day and year first above written.

LESSOR:

THE CITY OF HURON, OHIO,

By: _____
Name: Sam Artino
Title: Mayor

STATE OF OHIO)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2020, by _____ as the _____ of the City of Huron, Ohio, an Ohio municipal corporation, on behalf of that entity.

My commission expires: _____ Notary Public

LESSEE:

AMP TRANSMISSION, LLC,

By: _____
Name: Pamala M. Sullivan
Title: President

STATE OF OHIO)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2020, by _____ the _____ of AMP Transmission, LLC, an Ohio non-profit limited liability company, on behalf of the corporation.

My commission expires: _____ Notary Public

LEASE EXHIBIT A

Legal Description of the Leased Premises

That certain real property situated in the State of Ohio, County of Erie, more particularly described as follows:

Per Title Commitment No. E-28101SC Issued by First American Title Insurance Co. with an effective date of September 1, 2017 at 7:30 a.m.

Situated in the City of Huron, County of Erie and State of Ohio:

Being that part of Original Lot Number Twenty-two (22), Section Number Two (2), formerly in the Township of Huron, now in the City of Huron, as follows:

Beginning at a point in the centerline of Rye Beach Road, the same being the west line of Lot Number 22, North 1 degree 15 minutes west, 1591.26 feet from its intersection with the centerline of Bogart Road; thence South 88 degrees 37 minutes east, along the southerly line of lands now or formerly owned by Ada Croll, 704.40 feet to a point; thence South 1 degree 15 minutes east 325.00 feet to a point; thence North 88 degrees 37 minutes west, 704.40 feet to the centerline of Rye Beach Road; thence North 1 degree 15 minutes west, along said centerline, 325.00 feet to the place of beginning and containing 5.25 acres, more or less, but subject, however, to all legal highways.

ALTA/NSPS Land Title Survey

The City of Huron

Based on Title Commitment No. E-28101SC
of First American Title Insurance Company
Effective Date: September 1, 2017 at 7:30 A.M.

Surveyor's Certification

To : First American Title Insurance Company, James R. Hoffman, Bishop of Toledo, Ohio,
and The City of Huron

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 8, 11, 13, 16, and 19 of Table A thereof. The field work was completed on August, 2017.





9/21/2017

Registered Surveyor: John J. Raab
Registered Land Surveyor No.: 7863
In the State of: Ohio
Date of Survey: August, 2017
Date Printed: September 21, 2017



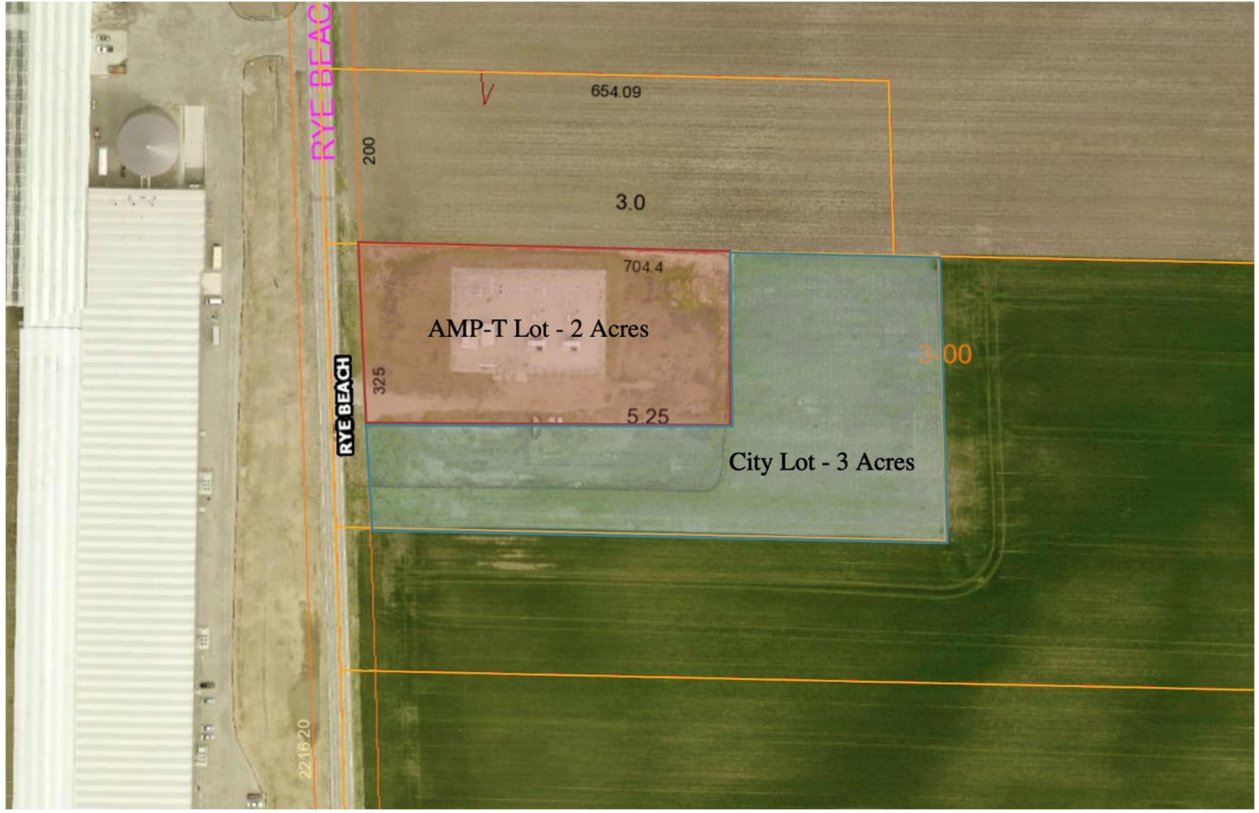
OHM

ARCHITECTS ENGINEERS PLANNERS

580 N. Fourth St.
Suite 630
Columbus, Ohio
43215
OHM-ADVISORS.COM

SHEET

1
OF 1



LEASE EXHIBIT B

Memorandum of Lease

WHEN RECORDED MAIL TO:

Attn:

MEMORANDUM OF GROUND LEASE

This MEMORANDUM OF GROUND LEASE is entered into this ____ day of _____, 2020, by and between The City of Huron, Ohio, an Ohio municipal corporation, as "Lessor", (having an office at 417 Main Street, Huron, Ohio 44001), and AMP Transmission, LLC, an Ohio non-profit corporation, as "Lessee" (having an office at 1111 Schrock Road, Suite 100, Columbus, Ohio 43220), with reference to the following facts:

A. Lessor and Lessee have entered into a Ground Lease of even date herewith (the "Lease"). Under the Lease, Lessee is leasing from Lessor that certain real property located in Erie County, Ohio and more particularly described on Exhibit A attached hereto and made a part hereof by reference (the "Leased Premises").

B. Lessor and Lessee desire to provide record evidence of Lessee's leasehold interest in the Leased Premises.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in the Lease, and in this Memorandum of Ground Lease, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. The terms, provisions, covenants, conditions and agreements set forth in the Lease are by this reference incorporated herein.

2. The term of the Lease began on the "Commencement Date" as defined in the Lease, and shall continue until December 31, 2055, unless sooner terminated or as extended, as provided in the Lease. Lessee shall have the right to extend the Lease for an additional 10-year term, subject to the conditions set forth in the Lease.

3. In addition to those terms referenced above, the Lease contains numerous other terms, covenants, conditions and provisions which affect the Leased Premises, and notice is hereby given that reference should be had to the Lease directly with respect to those terms, covenants, conditions and provisions. Copies of the Lease are maintained at the offices of Lessor and Lessee, as set forth above. This Memorandum of Ground Lease does not alter, amend, modify or change the Lease in any respect, is executed for recording purposes only, is not intended to be a summary of the Lease, and is subject to

the terms of the Lease. In the event of conflict between this Memorandum and the Lease, the Lease shall control.

4. This Memorandum shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned parties have executed this Memorandum as of the day and year first above written.

LESSOR: **CITY OF HURON, OHIO,**

By: _____
Name: Sam Artino
Title: Mayor

STATE OF Ohio)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2020, by _____ as the _____ of The City of Huron, Ohio, an Ohio municipal corporation, on behalf of that entity.

My commission expires: _____
Notary Public

LESSEE: **AMP TRANSMISSION, LLC,**

By: _____
Name: Pamala M. Sullivan
Title: President

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2020, by _____ the _____ of AMP Transmission, LLC, an Ohio non-profit limited liability company, on behalf of the corporation.

My commission expires: _____
Notary Public

Exhibit C

Easement

[SEE ATTACHED]

PERMANENT EASEMENT AGREEMENT

THIS PERMANENT EASEMENT AGREEMENT (this "Easement" or the "Agreement") is made and entered into as of the _____ day of _____, 2020 ("Effective Date"), between THE CITY OF HURON, OHIO, an Ohio municipal corporation ("Grantor") and AMP TRANSMISSION, LLC, an Ohio non-profit limited liability company ("Grantee").

RECITALS

A. Grantor and Grantee are parties to that certain Asset Purchase and Sale Agreement, dated as of _____, 2020 (the "Purchase Agreement"), pursuant to which, among other things, on the date hereof:

(i) Grantor sold to Grantee the Equipment (as defined in the Purchase Agreement) (collectively, and including any replacements, substitutions or additions thereto from time-to-time, the "Purchased Assets"); and

(ii) Grantor retained the fee interest in the real property underlying the Purchased Assets, which property is more particularly described in Easement Exhibit A (the "Property").

B. Because the Purchased Assets (or their replacements) will remain situated in, on or over a portion of the Property (the "Leased Area"), Grantor has agreed to provide Grantee with this Easement, providing Grantee with rights to access and occupy, on a non-exclusive basis, the Leased Area and permitting the Equipment (or its replacements, substitutions and proceeds thereof) to remain on the Property at Grantee's discretion, subject to the terms hereof.

C. Pursuant to the Purchase Agreement and concurrent with the execution and delivery of this Agreement, Grantor and Grantee entered into that certain Ground Lease (the "Lease") pursuant to which Grantor also granted Grantee rights to access and occupy the Property and the Leased Area.

D. The parties intend that this Easement shall have independence from the rights and obligations set forth in the Applicable Agreements (defined below). Accordingly, this Easement shall remain in effect notwithstanding any termination or modification of any of those agreements, unless expressly set forth in an amendment hereof.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions and Rules of Construction.

1.1. Defined Terms. The following terms when used in this Agreement shall have the meanings specified in this Section 1.1.

“Applicable Agreements” means the Purchase Agreement, the Lease, the Operating Lease and any other agreement or instrument entered into by the Parties relating to the Purchased Assets or the Property, as any of those may be amended from time-to-time.

“Emergency” shall mean a condition or situation that (i) presents an imminent physical threat of danger to life, health or property or could reasonably be expected to cause significant disruption of access to or the operation of the Equipment, or (ii) that is likely to or could reasonably be expected to result in an imminent violation of applicable law.

“Facilities” mean those facilities and Improvements located at, on, over or under the Property in which Grantee needs or reasonably requests to use, including storage space, parking facilities, communication facilities, equipment monitoring and control rooms, utility lines, connection points for integrating the Purchased Assets or their replacements with the Grantee’s systems and equipment, and receiving areas, regardless of whether those facilities are located within the Leased Area.

“Force Majeure Event” shall mean any event that both (i) restricts or prevents performance by a Party under this Agreement, and (ii) is not reasonably within the control of the Party or caused by the default or negligence of the Party and could not be overcome or avoided by the exercise of due care. “Force Majeure Event” includes: acts of God; Emergency conditions; failure of facilities due to unusually severe actions of the elements like drought, flood, earthquake, storm, fire, lightning, hurricane, tornado or epidemic; war, terrorism, civil disturbance, sabotage, riot or public disorder; strike or labor action; accident; curtailment of supply, unavailability of construction materials or replacement equipment beyond the Party’s reasonable control; inability to obtain and maintain rights-of-way, permits, licenses and other required authorizations from any Governmental Authority or person for any of the facilities or equipment necessary for performance by the Party hereunder; and actions, failures to act or restraints of any Governmental Authority (including expropriation, requisition and changes in law or regulations) to the extent preventing or delaying performance by the Party hereunder. Settlement of strikes and labor disputes which are Force Majeure Events shall be wholly within the discretion of the Party whose employees are on strike or involved in the labor dispute.

“Governmental Authority” means any federal, state, local, territorial or municipal government and any department, commission, board, bureau, authority, agency, court, instrumentality or judicial, regulatory or administrative body or entity, including any industry or regional bodies regulating the operations of a Party, like the North American Electric Reliability Corporation, and any balancing area authority, regardless of whether its orders or decisions have the force of law.

“Governmental Requirements” shall mean all local, state and federal governmental laws, statutes, rules and regulations, building codes, ordinances (zoning or otherwise) and

permits which are, or will be, adopted, granted, amended, modified or supplemented and which govern, affect or relate to the use, development, zoning, improvement, operation or ownership of the Property, or any portion thereof.

“Grantor Assets” shall mean all assets and Improvements owned by Grantor individually, and not as a tenant in common, located on the Property which were not included in the Purchased Assets.

“Improvements” shall mean all structures, improvements, facilities, systems, fixtures and equipment of any kind now or hereafter located on the Property, whether above or below the land surface, whether real or personal property, and whether permanent or temporary, including without limitation, all buildings, sheds, energy plants, tanks, pipelines (including meters, connections, valves and other associated equipment), cables, wires, conduits, cable trays, trenches, mains, lines, ducts, fences, towers, antennae, tunnels, driveways, streets, alleys, paved parking areas, pathways, screening walls, awnings, retaining walls, plantings, shrubs and other landscaping, irrigation and drainage pipes and facilities, lighting fixtures and signs.

“Party” or “Parties” shall individually or collectively, as the case may be, mean Grantor and its successors and assigns, or Grantee and its successors and assigns.

“Party’s Property” means the assets and property owned by that Party located at the Property.

“Permittees” shall mean: the Party, its owners and managers, and their respective directors, managers, officers, employees and agents, contractors, and invitees; provided, however, that a Party shall not be included in the definition of a “Permittee” of the other Party under this Agreement.

“Person” shall mean any individual, partnership, corporation, limited liability company, trust, estate or other legal entity.

2. Grant of Easements.

2.1. Access and Use Easement for the Property. Grantor grants to Grantee in perpetuity and at no charge, a non-exclusive easement, in, on, over, under, across and through the Property for the purpose of permitting Grantee (and its Permittees) to access the Property (including the Leased Area) and for the access and use of the Facilities located at or on the Property. This easement shall permit Grantee to own, operate, maintain, repair, replace, improve, remove and remediate the Purchased Assets at, on, under or over the Leased Area, and to exercise and enjoy Grantee's rights relating to those assets, and any purpose incidental thereto, as well as to permit it to exercise all rights and duties set forth in any Applicable Agreement. Grantor shall provide Grantee with all required utility services (including without limitation electricity, water, sewer, communication, and natural gas) (collectively, "Utilities") necessary or appropriate for the operation of the Purchased Assets in the manner in which they have historically been operated, and if Grantor does not provide those services, Grantee may arrange for the provision thereof by others. Grantee shall be provided with access to all locked or password protected areas of the Property (including equipment monitoring or regulating any of the Equipment) necessary or appropriate to permit the use and enjoyment of the easement rights granted and the Purchased Assets. Grantor shall provide Grantee with keys, cardkeys, passcodes or other applicable devices to permit that access at all times to the Leased Area and the Facilities, all at no additional cost to Grantee. This easement shall include rights to temporary use of the Property for the construction and maintenance of the Purchased Assets.

2.2. Use of Property and Facilities. The easement granted herein may be utilized in any lawful manner which is within the stated purposes noted herein, and all activities and purposes reasonably-related thereto; provided, however, that Grantee's use of the easement granted herein and Grantor's use of the Property and Improvements shall be further subject to the following:

- (i) neither Party nor its Permittees shall use the rights pursuant to this Easement or the Party's Property in a manner that unreasonably interferes with the use of the other Party's Property or rights provided pursuant to any Applicable Agreement;
- (ii) neither Party nor its Permittees shall use the rights pursuant to this Easement or Party's Property in a manner that unreasonably interferes with the use of or damages the other Party's Property;
- (iii) neither Party nor its Permittees shall use the rights pursuant to this Easement or the Party's Property in a manner or for a purpose which causes the other Party or any of the other Party's Property to be in violation of, or in noncompliance with, any Governmental Requirements;
- (iv) neither Party nor its Permittees shall use the rights pursuant to this Easement or easements granted to such Party herein in a manner which constitutes or produces a nuisance or disturbance to the other Party's Property other than noises, vibrations, odors, dust, emissions and electro-

magnetic interferences or disturbances and the like which are lawfully and customarily incidental to the transmission of electrical energy or other uses currently existing at the Power Station as of the date of this Agreement and as it may change hereafter in the ordinary course of its operations; **and**

- (v) neither Party nor its Permittees shall construct Improvements or undertake any actions on the Property or alter any of the Equipment in a manner that interferes with the use or operation of the other Party's Property without the prior written consent of that other Party.

3. Maintenance and Repair. Any and all Equipment which are used in connection with an easement granted hereunder shall be used, operated, maintained, repaired, altered, improved, replaced and/or removed in accordance with the O&M Agreement for so long as it remains in effect. Thereafter, Grantor and Grantee shall each have the right to use the Equipment in compliance with the provisions of Section 2.2 unless they otherwise agree.

4. Relocation of Easements. At the request of either Party, the areas burdened by the easement granted herein shall be subject to relocation upon the consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. The cost of the relocation shall be determined as set forth in the O&M Agreement, which provisions shall continue to apply even after its termination unless the Parties otherwise agree.

5. Defaults/Enforcement

5.1. Defaults. A Party shall be in default under this Agreement if the Party: (a) fails to pay amounts due hereunder (other than disputed payments) and the failure is not cured within thirty (30) days after the Party has received notice of the default pursuant to Section 10.2; or (b) defaults on any other material obligation under this Agreement after notice provided pursuant to Section 10.2 by the other Party, provided, the Party shall have up to sixty (60) days after the notice is given to cure the default or make substantial progress (in the reasonable opinion of the other Party) towards curing the default (but in no event shall the cure period exceed one hundred (100) days).

5.2 Remedies. In the event of a default by a Party, the non-defaulting Party (or its Permittees as directed by and on behalf of the non-defaulting Party), shall have the following remedies (but without obligation), exercisable only after due inquiry that a default has occurred and is continuing:

A. In its sole and absolute discretion, to cure the default of the defaulting Party by making or tendering the required payment or performance and permitting the defaulting Party's continued exercise of its other rights under this Agreement, provided that any amounts paid by the non-defaulting Party shall be treated as a demand loan to the defaulting Party, which loan shall accrue interest

until repaid in full at the rate of interest per annum equal to the lesser of (i) five percent (5.0%) above the prime rate which is the rate reported in the “Money Rates” section of *The Wall Street Journal* or (ii) the maximum rate of interest permitted by applicable law (“Default Interest Rate”);

B. To seek monetary damages and/or bring an action to specifically enforce the provisions of this Agreement; or

C. To exercise (or appoint any of its Permittees to exercise on its behalf) any and all other rights and remedies which the non-defaulting Party might otherwise have at law or in equity, except as provided below.

Under no circumstances shall termination of this Agreement or blocking the access to and use of the Property as noted herein be available to the non-defaulting Party as a remedy for the breach or default of a defaulting Party. The Parties agree that other than specific performance, the remedies of the Parties are limited to monetary damages. Except as noted above, all of the foregoing remedies are cumulative and non-exclusive, and the exercise of any one remedy at any one time shall not constitute the waiver of any other remedy at a later or different time; provided, however, that all available remedies shall be subject to the limitations on liability provided for pursuant to any Applicable Agreements.

5.3. Reimbursement of Expenses to Cure; Lien. If any Party elects to cure an event of default of another Party, the defaulting Party will reimburse the curing Party upon demand for its expenses incurred in rendering the cure, plus interest at the Default Interest Rate.

5.4 No Waiver. The failure of any aggrieved Party to enforce any covenant, condition, restriction or provision herein contained shall in no event be deemed to be a waiver of the right thereafter to do so, nor of the right to enforce any other covenant, condition, restriction or provision set forth in this Agreement. A Party shall be considered to have waived any rights hereunder only if the waiver shall be in writing and signed by the waiving Party.

5.5 Force Majeure. Except for the obligations of either Party to make payments of amounts then due hereunder to the other Party, obligations of either Party shall be excused from performance and shall not be considered to be in default in respect to any obligation hereunder to the extent the failure of performance shall be due to a Force Majeure Event, but only to the minimum extent that performance is actually prevented by the Force Majeure Event. A Party shall give notice of delay due to a Force Majeure Event to the other Party promptly upon obtaining actual knowledge of the occurrence of the event with respect to which the Party intends to claim a permitted delay hereunder.

6. Termination. Unless Grantee otherwise expressly agrees in writing, this Easement shall continue so long as and shall not terminate so long as any of the Purchased Assets exist on the Property, including any replacements of or additions to those Purchased Assets, and for so long as any of the Applicable Agreements remain in

effect, whichever is longer. If the Lease is terminated without a replacement lease being entered into between the Parties, and Grantee has not agreed that this Easement shall terminate, Grantee shall continue to have a continuing non-revocable, permanent license and easement to access and occupy the Property and Leased Area as provided herein. If Grantee has approved a termination of this Easement, Grantee shall record in the public records of Erie County, Ohio, a notice of termination of this Easement within sixty (60) days of the termination date.

7. Arbitration; Governing Law; Waiver of Jury Trial. This Easement shall be governed by the laws of the State of Ohio, without regard to its conflict of laws principles. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS WHICH IT MAY HAVE TO A JURY TRIAL WITH RESPECT TO ANY SUIT, LEGAL ACTION OR PROCEEDING BROUGHT BY OR AGAINST IT OR ANY OF ITS AFFILIATES RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

8. Run with Property. Each and all of the easements, covenants, conditions and restrictions set forth in this Agreement shall run with and bind the Property. All covenants, conditions and restrictions set forth in this Agreement shall be equitable servitudes. All of the easements, covenants, conditions and restrictions set forth in this Agreement shall benefit and be binding upon each Party and their respective heirs, successors and assigns and shall create reciprocal rights and obligations, and privity of contract and estate between and among, the Parties and their respective heirs, successors and assigns. No Permittee of a Party shall acquire any rights of a Party hereunder, except to the extent the Party's rights are expressly assigned to the Permittee and the Permittee expressly assumes in writing the obligations, duties and liabilities of the Party under this Agreement accruing from and after the date of assignment. In no event shall the consent or approval of any Permittee be required in connection with, or as a condition to, any amendment, modification or termination of this Agreement.

Grantee: AMP Transmission, LLC
1111 Schrock Road, Suite 100
Columbus, OH 43229
Attn: Pamala M. Sullivan
Phone: 614-540-0971
E-Mail: psullivan@amppartners.org

with a copy to: AMP Transmission, LLC
1111 Schrock Road, Suite 100
Columbus, OH 43229
Attn: Lisa G. McAlister
Phone: 614-540-1111
Fax: 614-540-6397
E-Mail: lmcaster@amppartners.org

9.3 Headings. Section headings used in this Agreement are inserted for convenience only and are not intended to be a part hereof or in any way to define, limit or describe the scope and intent of the particular provisions to which they refer.

9.4 Effect of Invalidation. Each covenant, condition and restriction of this Agreement is intended to be, and shall be construed as, independent and severable from each other covenant, condition and restriction. If any covenant, condition or restriction of this Agreement is held to be invalid by any court, the invalidity of the covenant, condition or restriction shall not affect the validity of the remaining covenants, conditions and restrictions hereof.

9.5 Estoppels. Within twenty (20) days following a request in writing by a Party, the other Party shall execute and deliver to any prospective purchaser or other lender to the requesting Party an estoppel certificate confirming that (i) this Agreement is in full force and effect, and has not been modified or amended (or stating any modifications or amendments), and (ii) to the knowledge of the certifying Party, there are no existing uncured defaults by any Party under this Agreement (or if any default exists, a description of the default).

9.6 Amendments. Any amendments or modifications of this Agreement shall be made only in a writing executed by all Parties.

9.7 Construction. The language in all parts of this Agreement shall in all cases be construed as a whole and in accordance with its fair meaning, and shall not be construed strictly for or against any of the Parties.

9.8 Exhibits. All exhibits attached to this Agreement are incorporated herein by this reference.

9.9 Third Party Beneficiaries. Except as otherwise expressly set forth herein, this Agreement is not intended to benefit any third party.

9.10 Further Assurances. Each Party agrees that it will, at any time and from time to time, upon the written request of the other Party, execute and deliver further documents (in recordable form, if appropriate under the circumstances) and do further acts and things, as the requesting Party may reasonably request to effect the purposes of this Agreement.

9.11 Entire Agreement. This Easement sets forth the entire agreement of the Parties and supersedes all prior agreements related to its subject matter, provided, however, that nothing in this Agreement shall affect the terms of any of the Applicable Agreements.

9.12 No Partnership. The Parties are independent of each other and no partnership, joint venture, association or principal and agency relationship between the Parties is created hereby.

IN WITNESS THEREOF, the Parties have entered into this Agreement as of the date first set forth above.

THE CITY OF HURON, OHIO,
an Ohio municipal corporation

By: _____
Its: _____

AMP TRANSMISSION, LLC,
an Ohio non-profit corporation

By: _____
Its: _____

This instrument prepared by, and when recorded return to:

STATE OF OHIO }
 }
 } ss.
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, the _____ of the City of Huron, Ohio, an Ohio municipal corporation, on its behalf.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Seal:

Notary Public Signature

STATE OF OHIO }
 }
 } ss.
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, the _____ of AMP Transmission, LLC, an Ohio non-profit limited liability company, on its behalf.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Seal:

Notary Public Signature

EASEMENT EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

That certain real property situated in the State of Ohio, County of Erie, more particularly described as follows:

Per Title Commitment No. E-28101SC Issued by First American Title Insurance Co. with an effective date of September 1, 2017 at 7:30 a.m.

Situated in the City of Huron, County of Erie and State of Ohio:

Being that part of Original Lot Number Twenty-two (22), Section Number Two (2), formerly in the Township of Huron, now in the City of Huron, as follows:

Beginning at a point in the centerline of Rye Beach Road, the same being the west line of Lot Number 22, North 1 degree 15 minutes west, 1591.26 feet from its intersection with the centerline of Bogart Road; thence South 88 degrees 37 minutes east, along the southerly line of lands now or formerly owned by Ada Croll, 704.40 feet to a point; thence South 1 degree 15 minutes east 325.00 feet to a point; thence North 88 degrees 37 minutes west, 704.40 feet to the centerline of Rye Beach Road; thence North 1 degree 15 minutes west, along said centerline, 325.00 feet to the place of beginning and containing 5.25 acres, more or less, but subject, however, to all legal highways.

ALTA/NSPS Land Title Survey

The City of Huron

Based on Title Commitment No. E-28101SC
of First American Title Insurance Company
Effective Date: September 1, 2017 at 7:30 A.M.

Surveyor's Certification

To : First American Title Insurance Company, James R. Hoffman, Bishop of Toledo, Ohio,
and The City of Huron

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 8, 11, 13, 16, and 19 of Table A thereof. The field work was completed on August, 2017.



9/21/2017

Registered Surveyor: John J. Raab
Registered Land Surveyor No.: 7863
In the State of: Ohio
Date of Survey: August, 2017
Date Printed: September 21, 2017

OHM[®]

ARCHITECTS ENGINEERS PLANNERS

580 N. Fourth St.
Suite 630
Columbus, Ohio
43215
OHM-ADVISORS.COM

SHEET

1
OF 1

Schedule B Section II Title Exceptions Notes

Schedule B Item from Title Commitment No. 0-283930 issued by First American Title Insurance Company with an effective date of September 1, 2015. Items 1-10, and 11-17 are not survey related.
 18 Right of Way to Columbus Gas of Ohio, Inc. filed for record September 8, 1987 and recorded in Volume 238 of Page 173, Deed County, Ohio Deed Records, is located on subject parcel, as shown herein.

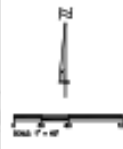
Utility Notes

1. The utilities shown herein have been located from field survey information and existing drawings. The surveyor makes no guarantee that the utilities shown coincide with all utilities in the area, either in position or abundance. The surveyor further does not warrant that the utilities shown are in the exact location indicated although he does verify that they are located in accordance as possible from information available.

Flood Note

By graphic shading only, this property is in Zone X (areas determined to be outside of the 1% annual chance floodplain) of the Flood Insurance Rate Map, Ohio County Community No. 280703, City of Ketter Community No. 280704, and also No. 280402146 which were in effect on the date of November 15, 2014 and is not in a Special Flood Hazard Area. No field sampling was performed to determine this zone and an elevation certificate may be needed to verify this determination or apply for a variance from the Federal Emergency Management Agency.

Wayne J. Krupke & Helen R. Krupke
 BS, 227 Page 421
 24.85 Acres



Location Map

Symbol Legend

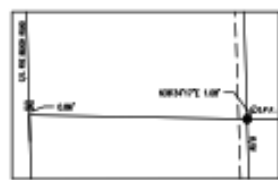
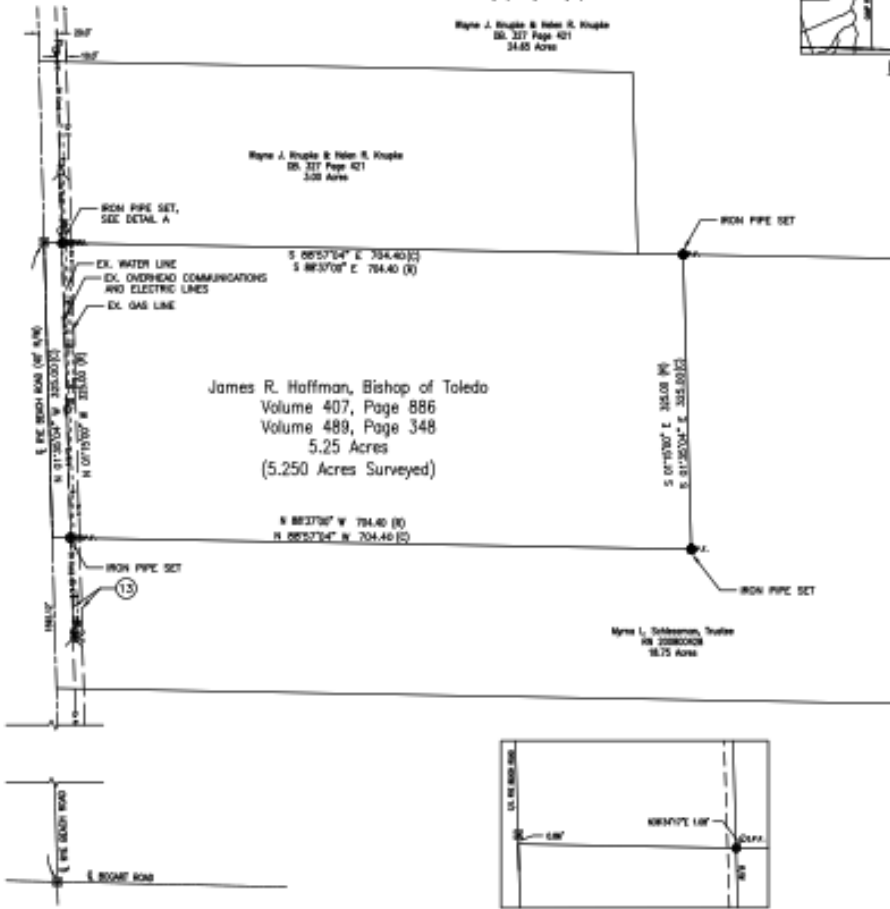
- 1/2" dia. iron pipe 12" dia. set with stake or stake top
- 1/2" dia. iron pipe
- 1/2" dia. iron pipe
- ⊞ 1/2" dia. iron pipe in concrete or masonry
- △ iron stake
- ⊕ iron stake
- ⊙ HYDROGRAPHIC POLE WITH CROSSBAR
- 10' diameter
- ⊙ 20' diameter

Notes:

1. There may be visible evidence of current earth moving or building construction of the site of survey.
2. Property is a vacant lot, no additional features observed.

Basis of Bearings:

Bearings are based on the Ohio State Plane Coordinate System, South Zone and North American Datum of 1983 (NAD 83), having the correction of True-Mean Time as being 8° 27' 27.5" W.



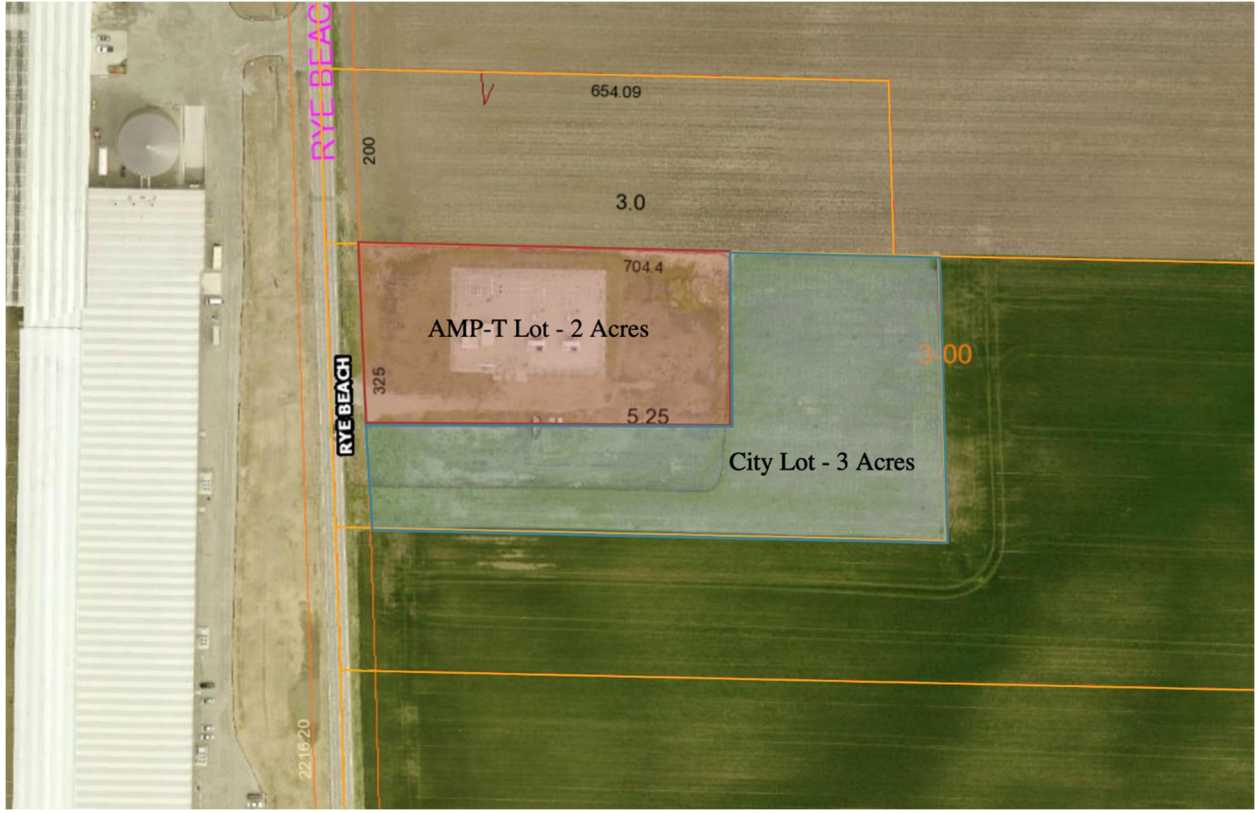


Exhibit D

Legal Description of Site

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ALTA/NSPS Land Title Survey

The City of Huron

Based on Title Commitment No. E-28101SC
of First American Title Insurance Company
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To : First American Title Insurance Company, James R. Hoffman, Bishop of Toledo, Ohio,
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9/21/2017

Registered Surveyor: John J. Raab
Registered Land Surveyor No.: 7863
In the State of: Ohio
Date of Survey: August, 2017
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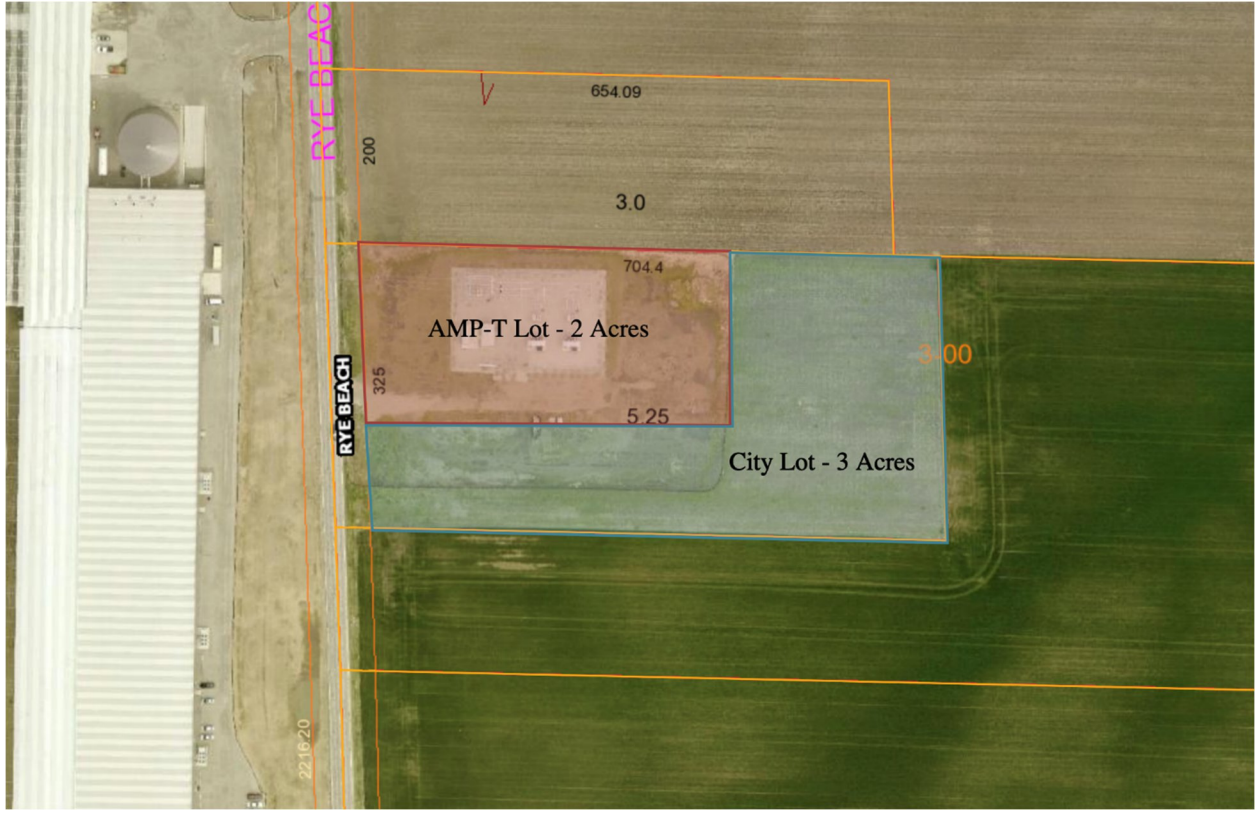
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ARCHITECTS ENGINEERS PLANNERS

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Suite 630
Columbus, Ohio
43215
OHM-ADVISORS.COM

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1
OF 1





TO: Mayor Artino and City Council
FROM: Mike Spafford , Interim City Manager
RE: Resolution No. 2020-58
DATE: October 13, 2020

Subject Matter/Background

Resolution 2020-58 acknowledges the request from Rev. Jeffrey R. McBeth of St. Peter Catholic Church for the use of city streets, services, and the placement of signage in the median on Route 6, just west of the Center Street light promoting its 5K and Fun Run to benefit Saint Peter School improvements which will be held on October 31st. The banner would be no larger than 3' x 5" and would be removed at the conclusion of the race.

This will be the sixth year for this event. Details of the request remain the same as previous years with respect to the race route, banner placement in the median and city services. Saint Peter's will provide proof of insurance prior to the event.

The proposed date of the event has been cleared by the Parks & Recreation Operations Manager with regard to any city event conflict and Chief Lippert remains involved with the organizers this year with regard to safety services.

This request follows standard procedure and is being recommended by Administration for approval.

Financial Review

There is no financial impact relating to this request.

Legal Review

The matter has been reviewed, follows normal legislative procedure and is properly before you.

Recommendation

If the Council is in support of the request, a motion to adopt Resolution No. 2020-58 is in order.

[Resolution No. 2020-58.doc](#)

[Resolution No. 2020-58 Exhibit A.pdf](#)

RESOLUTION NO. 2020-58

Introduced by: Mark Claus

A RESOLUTION AUTHORIZING THE CITY MANAGER, ON BEHALF OF THE CITY OF HURON, OHIO, TO SUPPORT THE REQUEST OF SAINT PETER CATHOLIC CHURCH ON BEHALF OF ST. PETER SCHOOL FOR THE USE OF CITY STREETS, TRAFFIC CONTROL SERVICES, AND PLACEMENT OF A BANNER IN THE MEDIAN AREA ADVERTISING THEIR 5K RACE AND FUN RUN TO BE HELD ON SATURDAY, OCTOBER 31, 2020.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the City Manager is authorized on behalf of the City of Huron, Ohio to support the request of St. Peter Catholic Church on behalf of St. Peter School for the use of city streets, traffic control services, and the placement of an advertising banner in the median from mid-September to October 31, 2020 relating to the St. Peter School 6th Annual 5K and Fun Run, said request to be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 3. That this Resolution shall be in full force and effect from and immediately after its adoption.

Sam Artino, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



St. Peter Catholic Church

www.stpetershuron.org

419.433.5725

430 Main Street
Huron, OH 44839

24 August 2020

Mr. Mike Spafford & Huron City Council
417 Main Street
Huron, OH 44839

Dear Mr. Spafford and Huron City Council Members,

On behalf of St. Peter School, I am asking the city of Huron to grant us permission to hold our 6th Annual 5K running race and fun run. We would like to hold this event on Saturday, 31 October 2020. This race is part of the "Huron 5K Series" of other worthwhile races in our beloved community.

The funds raised from this race will benefit the students and staff of St. Peter School. Improvements to our school are necessary to ensure we are offering a quality Catholic based education for our students. Funds raised will also allow us to keep our tuition rates low for our families and offer tuition assistance and scholarships to those in need, as well to do purchase cleaning supplies and protective equipment to help keep our students and staff safe. As the only faith-based elementary school in Huron, St. Peter School is an asset to the entire community, and students from outside of the parish are welcome to attend, as many do.

Anyone from the community is welcome to participate, and we are always pleased to be hosting new runners each year. The race will begin on Main Street, in front of St. Peter Church and run through the streets of Huron. The race will begin at 9:00am, and by 10:30am we will be done and tearing things down. We are also asking permission to put up a banner in the median on Route 6, just west of the Center Street light. We would like to put this up mid-September to promote the race. The banner would be no larger than 3' x 5' and would be removed at the conclusion of the race.

We understand that liability insurance is required as well. We are covered under the Catholic Diocese of Toledo insurance policy and, once a date is confirmed, we can provide proof of insurance within a day's notice.

Proposed course maps are attached. The course is the same that we used last year, and we will again work closely with Chief Lippert to ensure the safety of all runners. In addition, if the city is agreeable in allowing us to hold this race, we will insure that all of the city's needs are met to limit our impact on city services and traffic.

We are hopeful that the city will approve this request again, and we look forward to another successful race. Thank you for your consideration in this matter.

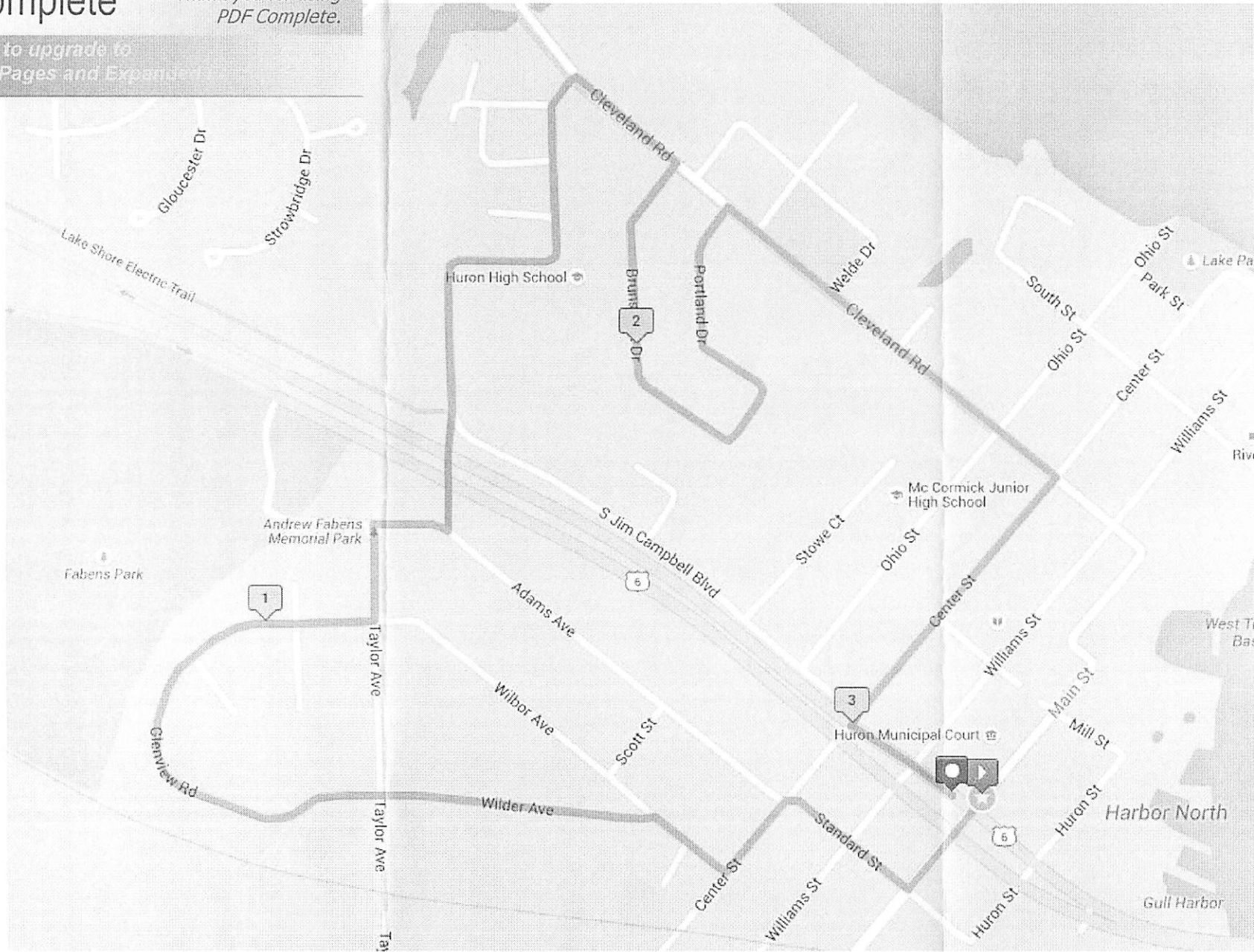
Sincerely,

A handwritten signature in blue ink, appearing to read "Rev. Jeffrey R. McBeth".

Rev. Jeffrey R. McBeth
Pastor

Enclosure (1)

St Pete 5K Proposed Route





TO: Mayor Artino and City Council
FROM: Terri Welkener , Clerk of Council
RE: Ordinance No. 2020-30
DATE: October 13, 2020

Subject Matter/Background

Mr. Garry Savage, owner of 362 Main St., approached the City to request the ability to expand residential use on his property. Currently, the property is has first floor commercial and second floor residential. The subject property is located within the City's B-2 zoning district, which does not permit residential uses, therefore, the request was not allowable under the City's zoning code. Mr. Savage first sought a modification to the zoning district of the said parcel to a district that would allow for residential uses, while maintaining the ability to conduct the commercial activity should the property owner wish to do so. Ultimately, this request was denied as the uses allowed beyond residential were not favorable based on the location of the parcel in relation to the City's downtown.

Mr. Savage then sought a use variance before the Board of Building and Zoning Appeals (BZA). A use variance, if granted, would allow the property owner to have uses on the property that are not permitted otherwise by the zoning code. When evaluating a use variance, the Ohio Supreme Court has established a set of criteria that should be considered prior to granting a use variance. The BZA asserted that the request did not meet the threshold of any of those criteria and therefore denied the application.

This approach modifies the allowable uses within the language of the B-2 zoning district. Modifying allowable use language of the zoning code is typically the last approach as it affects all properties within the zoning district as opposed to the first two paths, which were specific to the subject property making the request. If approved, this legislation will modify the permitted uses within a B-2 district to allow for residential use the property owner is seeking.

Financial Review

There is no financial impact relating to this legislation.

Legal Review

Modifications to the zoning ordinances have a specific process that are spelled out within the zoning code. The City Council, upon authorization of a motion, shall refer zoning amendments to the Planning Commission for review. The Planning Commission is charged with reviewing the request in coherence with the City's land-use and master plans and sending a recommendation back to the Council to approve, deny, or amend the zoning amendment. The Planning Commission then may hold a public hearing with a specific notice period. Upon action from the Planning Commission, the Council shall hold a public hearing no sooner than 30-days following the receipt of the decision prior to placing the appropriate legislation on for action from Council.

In this instance, the Planning Commission held a public hearing and voted to send a recommendation back to Council to authorize the proposed amendment to the zoning code. Upon closure of the scheduled public hearing,

Council can choose to take the following path: accept, reject, or modify the recommendation from the Planning Commission. Council reserves the right to waive the three reading requirement upon approval of a motion doing so. This follows the appropriate legislative procedures referenced in Section 1130.03 of the Codified Ordinances relating to zoning code amendments, and is properly before you.

Recommendation

If Council is in agreement, a motion to adopt Ordinance No. 2020-30 is in order.

[Ordinance No. 2020-30.docx](#)

[9-9-20 Planning Commission Draft Minutes.pdf](#)

ORDINANCE NO. 2020-30

Introduced by: Monty Tapp

AN ORDINANCE AMENDING SECTION 1125.02 (B-2 DOWNTOWN BUSINESS DISTRICT) OF THE CODIFIED ORDINANCES OF THE CITY OF HURON TO ADD RESIDENTIAL USE AS A PRINCIPAL PERMITTED USE IN A B-2 ZONING DISTRICT (DOWNTOWN BUSINESS DISTRICT), AND DECLARING AN EMERGENCY.

WHEREAS, upon the recommendation of the Planning Commission after public hearing, the City of Huron seeks to modify the principal permitted uses in a B-2 Zoning District to include residential uses.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

Section 1. This Council hereby declares that Section 1125.02(a) of the Codified Ordinances shall be eliminated in its entirety and shall be replaced with the following:

“(a) Principal Permitted Uses. Any use permitted and as regulated in the B-1 District, and as hereinafter specified in this section, but not including filling stations or repair garages:

- (1) Art or antique shops, interior decorating shops, paint and wallpaper stores, furniture and appliance stores, department stores, variety and dime stores, dry goods and apparel stores, jewelry stores, mail order houses and any other retail business or service not first permitted or prohibited in the B-3 District.
- (2) Any office or office building.
- (3) Banks and savings and loan associations, including the drive-in type; other financial establishments.
- (4) Bars, restaurants, cocktail lounges.
- (5) Billiard parlors and pool halls, not permitting the sale of alcoholic beverages.
- (6) Night clubs and theaters, but not within 100 feet of any R District, subject to all applicable regulations and such permits as may be required by law.
- (7) Trade or business schools, provided any machinery or equipment which is used for instruction purposes is not objectionable due to noise, fumes, smoke, odor or vibration.
- (8) Commercial studios, including art, photographic, music, dancing and radio studios.
- (9) Hotels, including motels and motor hotels, subject to the provisions of Section 1126.02.
- (10) Newspaper printing and publishing, job printing.
- (11) Automotive services; none, except parking lots, parking garages and automobile car wash establishments 100 feet from an R District.
- (12) Any use permitted and as regulated in the residence district adjoining the B-2 District; and if there are adjoining two or more different categories of

residence districts, the regulations of the least restrictive residence district shall prevail.”

Section 2. This Council hereby declares that the following language shall be added to the end of existing Section 1125.02(f) of the Codified Ordinances of the City of Huron, which shall state as follows:

“Residential: same as the lot area, frontage and yard requirements for the least restrictive adjoining residents district.”

Section 3. That this Council hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. § 121.22.

Section 4. That this Ordinance is hereby declared to be an emergency measure, immediately necessary for the preservation of the public peace, health, safety and welfare and in furtherance of the City of Huron’s promotion and preservation of thoughtful, effective and efficient land use for the public good, and in accordance with 3.06 of the Charter of the City of Huron, Ohio, this Ordinance shall be in full force and take effect immediately following its adoption.

Sam Artino, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

City of Huron
Planning Commission – Special Meeting
September 9, 2020

The meeting was called to order at 5:30p.m. in the Council Chambers at Huron City Hall, 417 Main Street by Chairman Gary Boyle. Members in attendance: Jim Hartley and Mark Claus, Bob Howell and Mark Cencer. Staff in attendance: City Engineer/Zoning Inspector Doug Green, Interim City Manager Mike Spafford, Zoning Admin. Assistant Christine Gibboney. Council members in attendance: Mayor Sam Artino.

There were no minutes available for approval and no Audience Comments.

Public Hearing:

Amendment to section 1125.02 (B-2 District) – to include Residential Use.

Project Description from Summary:

Proposed amendment to B-2 to include residential use as an allowable use, similar to the way B-1 reads, by allowing residential usage as regulated in the least restricted adjoining residential district.

There are two areas within the city that are currently designated as B-2: The area immediately surrounding the Boat Basin along Main St. and a small area along the East side of Main St South of Bogart Rd consisting of 5 parcels containing a cemetery, a car wash, a drive-through, a veterinarian's office and a residence (existing non-conforming).

If the Planning Commission makes recommendation to amend 1125.02 to include residential uses, draft legislation will be prepared by the Legal Department for Council consideration and adoption following the required Public Hearing.

Mr. Boyle called the Public Hearing to order at 5:30p.m.; confirming that the public hearing was advertised as required. The Administrative Assistant confirmed the legal advertisement was published. Mr. Green referenced the zoning map that had been provided to reflect the existing B-2 districts within the city. He also advised that the commission could decide on whether a residence use in a B-2 should be principal or conditional use, adding that if they preferred to make it a conditional use, then an applicant would have to go to the BZA for a conditional use permit when desiring residential use. Members discussed process and pros/cons relative to conditional use. Location of B-2 areas were reviewed by members. Mr. Green explained that the example of language changes being proposed are in the B-1 ordinance which had been provided as an example. Mr. Green read the language in the example.

Motion by Mr. Howell to recommend to City Council to approve the amendment to Section 1125.02 (B-2 District) as presented. Motion seconded by Mr. Cencer. Roll call on the motion:

Yeas: Cencer, Claus, Hartley, Howell, Boyle (5)

Nays: none (0)

There being a majority in favor, motion passes, and recommendation of approval to be made to City Council.

Mr. Boyle noted the recommendation will now go to City Council who will have to hold a Public Hearing. Mr. Boyle commented that he would like to have discussion regarding an amendment to the code to give City Council authority not to have to wait for the Planning

Commission recommendation to set their Public Hearings. Brief discussion ensued regarding the current language in the code and legal a

With no further business, motion by Mr. Cencer to adjourn, seconded by Mr. Hartley All in favor, meeting adjourned at 5:41p.m.

Christine M. Gibboney
Zoning Administrative Assistant

Adopted: _____



TO: Mayor Artino and City Council
FROM: Mike Spafford , Interim City Manager
RE: Resolution No. 2020-65
DATE: October 13, 2020

Subject Matter/Background

Resolution 2020-65 seeks approval of Change Order No. 1 from Smith Paving and Excavation pertaining to additional work required for the US Route 6 Paving Project (Phase 1). See detailed description of additional work prepared by CTL Engineering attached to Resolution as Exhibit A. The majority of the work is storm water related. While the initial engineering did plan for some of this work, the scope of work is impossible to know until the work begins.

Financial Review

The City has sufficient fund balance in the General Fund to pay for the change order. Therefore, a cash transfer is necessary from the General Fund to the Capital Improvement Fund. It is possible the overall cost of the change order may be negated at the end of the project with potential savings on construction. However, the total amount of the change order will be included in the appropriation measure (Ord. 2020-19), along with a cash transfer to the Capital Improvement from the General Fund.

Legal Review

The matter follows normal legislative procedure and is properly before you.

Recommendation

If the Council is in support of the request, a motion to adopt Resolution No. 2020-65 would be in order.

[Resolution No. 2020-65.doc](#)

[Resolution No. 2020-65 Exhibit A.pdf](#)

RESOLUTION NO. 2020-65

Introduced by: Joel Hagy

A RESOLUTION AMENDING RESOLUTION 2020-19, ADOPTED MARCH 10, 2020, AUTHORIZING THE CITY MANAGER TO ACCEPT CHANGE ORDER NO. 1 FROM SMITH PAVING AND EXCAVATING FOR LABOR AND MATERIALS RELATED TO EXPANSION OF THE US ROUTE 6 PAVING PROJECT NO. ERI-6-17.49 IN AN AMOUNT NOT TO EXCEED FIFTY-FIVE THOUSAND THREE HUNDRED FORTY-ONE AND 63/100 DOLLARS (\$55,341.63).

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. The City Manager shall be, and he hereby is, authorized and directed to accept Change Order No. 1 from Smith Paving to reflect the additional labor and materials related to expansion of the US Route 6 Paving Project No. ERI-6-17.49, in an increased amount not to exceed Fifty-Five Thousand Three Hundred Forty-One and 63/100 Dollars (\$55,341.63), Change Order No. 1 shall be in substantially the form of Exhibit “A” attached hereto and make a part hereof.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 3. That this Resolution shall go into effect, and be in full force and effect, immediately upon its passage.

Sam Artino, Mayor

ATTESTED: _____
Clerk of Council

ADOPTED: _____



CTL Engineering, Inc.

Change Order Details

City of Huron ERI-6-17.49

Description	Resurfacing of U.S. 6 from Williams Street to the Eastern City limits. Included in this project is curbing, decorative crosswalks, sidewalks, upgraded ADA facilities, upgrade signal at Main Street, and remove signal at Berlin Rd.
Prime Contractor	SMITH PAVING & EXCAVATING INC
Change Order	1
Status	Pending
Date Created	07/24/2020
Type	04 CHANGES (NON-PREVENTABLE) TO MEET FIELD CONDITIONS
Summary	Addition of Non-bid items of work
Change Order Description	<p>EXTRA WORK LINE ITEM 1020: Dandy Bags- It is necessary to add a non-bid item of work, dandy bags, to the contract to be used for erosion control purposes on the project. These dandy bags are specified in the approved SWPPP submitted by the Contractor for the project . This item is not listed in the specified Supplemental Specification 832 for this project, but are approved for use by ODOT Office of Construction Management. They are an acceptable product in certain applications and can be used as an alternative. The EPA considers them generally compliant.</p> <p>The Agreed Unit Cost of \$200.68 per each was established using the attached cost analysis submitted by the Contractor. The submitted cost analysis was reviewed and complies with C&MS 109.05.B.5 and the allowable markups. It is accurate and considered to be reasonable to complete the required work. The cost includes installation, removal, and routine maintenance for the duration of the project work and during the time to establish vegetative growth. It also includes any traffic control to safely perform the required installation. See attached cost analysis. All work will be paid at project participation code 01. There will be no delay to the final completion date due to this extra work since the critical path was not affected.</p> <p>EXTRA WORK LINE ITEM 1030: Storm Water Pollution Prevention Plan (SWPPP)- It is necessary to add an item for the SWPPP. Per SS832, the earth disturbed area exceeds the requirement threshold specified for a SWPPP. The Agreed Lump Sum cost was established using the average of 3 prices on similar projects, as allowed by C&MS 109.05.B. See attached. This established cost of \$5100 is considered fair and reasonable for this work. Cost breakdown is: SWPPP - \$1,600; Inspections - \$2,880; Markup/Additional Inspections - \$620; TOTAL = \$5100. All work will be paid at project participation code 01. There will be no delay to the final completion date due to this extra work since the critical</p>

path will not be affected.

EXTRA WORK LINE ITEM 1040: Plastic Caution Tape- For safety reasons, it was necessary to add a non-bid item of plastic caution tape to be placed for the lighting conduit with an estimated length of 6455 LF. The Agree Unit Cost of \$0.60 per LF was established using the attached supporting documentation submitted by the Contractor, in accordance with C&MS 109.05.B. This established cost is considered fair and reasonable for this work.

All work will be paid at project participation code 03. There will be no delay to the final completion date due to this extra work since the critical path will not be affected.

EXTRA WORK LINE ITEM 1050: Valve Box Adjustment in sidewalk, w/special casting- This non-bid item of work was required to adjust the valve box casting in the sidewalk. The sidewalk grade changed in this area at 256+80, Lt. No items were provided in the plans, since this was an existing buried casting. This was needed to meet existing field conditions and water department requirements. The agreed lump sum cost of \$535 was determined by according to C&MS 109.05.B.3, using the average price awarded on 3 different projects of similar work and quantity. This price is considered fair and reasonable for this work. Supporting documentation is attached.

There was no delay to the final completion date due to this extra work since the critical path was not affected. This work will be paid at project participation code 03.

EXTRA WORK LINE ITEM 1060: Catch Basin Reconstructed to Grade- This non-bid item of work was required to reconstruct the catch basin located at 256+02 Lt. The wall of the catch basin was partially collapsed. This item was needed to meet existing field conditions and could not have been seen during plan development, since it was clogged. The agreed lump sum cost of \$1,508.33 was determined according to C&MS 109.05.B, and this price is considered fair and reasonable for this work. Supporting documentation is attached.

There was no delay to the final completion date due to this extra work since the critical path was not affected. This work will be paid at project participation code 03.

EXTRA WORK LINE ITEM 1070: Precast Catch Basin Tops No. 3- This non-bid item of work was required due to the existing deteriorated condition of the catch basins that were to be adjusted to grade per the plans. These existing catch basins were required to be adjusted to grade by increasing the height by approximately 1.5 inches. This was not possible since they contained various levels of deterioration including rotted out I-beams and wood construction. The existing unstable and deteriorated portions will be removed, the new precast top no. 3 installed, and then the frame and grate will be adjusted to the correct grade. This item was needed to meet existing field conditions. The agreed unit cost of \$297.54 each was determined according to C&MS 109.05.B. and this price is considered fair and reasonable for this work. It is estimated that a total quantity of 10 each will be required to complete this work. Supporting documentation is attached.

This extra work could delay the final project completion. The schedule impact will be analyzed following completion of this work to determine if the critical path was effected. This work will be paid at project participation code 03.

EXTRA WORK LINE ITEM 1080: Precast Catch Basin Tops No. 3A - This non-bid item of work was required due to the existing deteriorated condition of the catch basins that were to be adjusted to grade per the plans. These existing catch basins were required to be adjusted to grade by

increasing the height by approximately 1.5 inches. This was not possible since they contained various levels of deterioration including rotted out I-beams and wood construction. The existing unstable and deteriorated portions will be removed, the new precast top no. 3A installed, and then the frame and grate will be adjusted to the correct grade. This item was needed to meet existing field conditions. The agreed unit cost of \$231.99 each was determined according to C&MS 109.05.B. and this price is considered fair and reasonable for this work. It is estimated that a total quantity of 6 each will be required to complete this work. Supporting documentation is attached. This extra work could delay the final project completion. The schedule impact will be analyzed following completion of this work to determine if the critical path was effected. This work will be paid at project participation code 03.

Awarded Project Amount	\$2,598,617.70
Authorized Project Amount	\$2,598,617.70
Change Order Amount	\$55,341.63
Revised Project Amount	\$2,653,959.33

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised		
				Quantity	Amount	Quantity	Amount	Quantity	Amount	
Section: 1 - Description										
0013	608E53020	SF	\$41.250	30.000	\$1,237.50	30.000	\$1,237.50	60.000	\$2,475.00	
DETECTABLE WARNING										
Reason: increase due to existing field conditions										
Funding Details										
				01/SAF/OT	10.000	\$412.50	0.000	\$0.00	10.000	\$412.50
				02/NHS/PV/HUR	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00



TO: Mayor Artino and City Council
FROM: Cory Swaisgood , Finance Director
RE: Ordinance No. 2020-29
DATE: October 13, 2020

Subject Matter/Background

Ordinance No. 2020-29 requests the Council's authorization for changes to the annual budget appropriations. Please refer to Exhibit "A" of the ordinance for the detailed breakdown and summary.

Financial Review

See Exhibit "A" for financial review and details of appropriation amendments and additional resources.

Legal Review

The matter has been reviewed, follow

Recommendation

If Council is in agreement, a motion to adopt Ordinance No. 2020-29 as an emergency measure is in order.

[Ordinance No. 2020-29.doc](#)

[Ordinance 2020-29.pdf](#)

ORDINANCE NO. 2020-29

Introduced by Joel Hagy

AN ORDINANCE AMENDING ORDINANCE NO. 2019-27, ADOPTED DECEMBER 10, 2019, TO PROVIDE FOR ADDITIONAL APPROPRIATIONS FROM THE GENERAL FUND AND OTHER FUNDING SOURCES AND AN INCREASE IN ESTIMATED RESOURCES, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2019-27, adopted December 10, 2019, Huron City Council adopted the annual budget for the fiscal year ending December 31, 2020 for the operations of all City departments and offices; and

WHEREAS, Council has established various funds for the financial operation of the City, and through the current fiscal year certain funds have been determined to have insufficient funds and certain Funds have been determined to have excess funds; and

WHEREAS, it is necessary to amend the budget to reflect appropriation transfers, supplemental appropriations and an increase in estimated resources to accommodate the operational needs of certain City departments and offices and to assure all funds of the City are in proper balance.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That Exhibit "A" of Ordinance No. 2019-27, adopted on the 10th day of December, 2019, as amended by Ordinance No. 2020-1 adopted January 28, 2020, and as amended by Ordinance No. 2020-7 adopted on March 10, 2020, and as amended by Ordinance No. 2020-8 adopted on March 31, 2020, and as amended by Ordinance No. 2020-9 adopted on May 12, 2020, and as amended by Ordinance No. 2020-14 adopted on July 14, 2020, and as amended by Ordinance No. 2020-15 adopted on July 29, 2020, and as amended by Ordinance No. 2020-21 adopted on August 2, 2020, and as amended on Ordinance No. 2020-29 adopted on September 22, 2020, is hereby amended to provide for appropriation transfers, supplemental appropriations and an increase in estimated resources as to each fund set forth in Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That the Director of Finance and the City Manager are hereby authorized to expend the funds herein appropriated for the purpose of paying the operating expenses of the City for the fiscal year ending December 31, 2020 and to make the necessary entries on the accounting records of the City to reflect the appropriations and expenditures herein authorized.

SECTION 3. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including O.R.C. §121.22.

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the

residents and for the further reason that this Ordinance shall become immediately effective to fund the operations of the City of Huron; additionally, in accordance with Section 3.06 of the Charter of the City of Huron, appropriation ordinances shall take effect immediately;

WHEREFORE this Ordinance shall take effect immediately upon its adoption.

Sam Artino, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____.

CITY OF HURON
 BUDGET APPROPRIATION ADJUSTMENTS, ESTIMATED RESOURCES, AND CASH TRANSFERS
 SUMMARY SHEET

DATE: 10/13/2020
 ORDINANCE: 2020-29

Appropriation Measure

Reason for Appropriation Measure

The supplemental appropriations are necessary to properly budget for additional expenses. Supplemental appropriations on a cash transfer from the General Fund to the Capital Improvement Fund and additional appropriations on the US6 project are necessary to budget for Council's approval of ordinance 2020-65, which is a change order on the US6 project. In addition, an increase in estimated resources for the cash transfer is included below for Fund 401.

The supplemental appropriation and increase in estimated resources out of Fund 226 is due to the 3rd CARES ACT disbursement received in October for the City's coronavirus relief fund. In order to spend the funds, the City must increase appropriations by the amount received.

Overall, the net impact of all these changes on the City's budget is \$60,000 to the expense side of the ledger. In accordance with the Ohio Revised Code, Council must approve supplemental appropriations and budget transfers between line items at the City's legal level of control.

APPROPRIATION MEASURE

Fund Name	Fund Number	Department/Activity	Object Level	Increase/(Decrease) Amount	Total Appropriations After Adjustment
GENERAL FUND	110	TRANSFERS	TRANSFER OUT	\$ 60,000.00	\$ 410,000
CAPITAL IMPROVEMENT FUND	401	GENERAL CAPITAL	OTHER EXPENSES	\$ 60,000.00	\$ 3,544,696
CORONAVIRUS RELIEF FUND	226	ADMINISTRATION	OTHER EXPENSES	\$ 165,529.53	\$ 278,080
CORONAVIRUS RELIEF FUND	226	ADMINISTRATION	PERSONNEL SERVICES	\$ 82,000.00	\$ 180,481

NET IMPACT ON TOTAL APPROPRIATIONS \$ 367,529.53

ESTIMATED RESOURCES AMENDMENT

Fund	Fund - Account #	Account Description	Increase/(Decrease) Amount	Total Est. Resources After Adjustment
CAPITAL IMPROVEMENT	401-0012-41940	TRANSFER FROM GENERAL FUND	\$ 60,000.00	\$ 410,000
CORONAVIRUS RELIEF FUND	226-0005-41425	FEDERAL GRANT	\$ 247,529.53	\$ 458,561

NET IMPACT ON TOTAL EST. RESOURCES \$ 307,529.53

Net Overall Impact to Budget \$ (60,000.00)

Cash Transfer between Funds

Reason for Cash Transfer:

The General Fund transfer to the Capital Improvement Fund is an additional transfer directly related to the above appropriation measure and change order on the US6 project (Ord. 2020-65). Due to the City's current financial outlook, the General Fund has sufficient cash to make the transfer.

CASH TRANSFER FROM:

Fund Name	Fund Number	Department/Activity	Description	Amount	Cash Balance After Transfer
GENERAL FUND	110	TRANSFER OUT	TRANSFER TO CAPITAL IMPROVEMENT	\$ (60,000.00)	\$ 1,565,334

TOTAL TRASFERS OUT: \$ (60,000.00)

CASH TRANSFER TO:

Fund Name	Fund Number	Department/Activity	Account Description	Amount	Cash Balance After Transfer
CAPITAL IMPROVEMENT	401	TRANSFER IN	TRANSFER FROM GENERAL FUND	\$ 60,000.00	\$ 2,013,347.7

TOTAL TRASFERS IN: \$ 60,000.00

RESOLUTION NO. 2020-66

Introduced by: _____

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO INCREASE THE LEGAL BUDGET TO PERMIT SEELEY, SAVIDGE, EBERT & GOURASH, CO., LPA TO CONTINUE WITH PENDING LEGAL ACTION TO QUIET TITLE ON ERIE COUNTY PERMANENT PARCEL NO. 42-01077.000 (COMMONLY KNOWN AS THE “SHOWBOAT” LANDS)

WHEREAS, the law firm of Seeley, Savidge, Ebert & Gourash, Co., LPA, (hereafter known as SSE&G) entered into an agreement with the City of Huron to represent the City as authorized by City of Huron Resolution 2020-41 (such representation and obligations are set out in the Contract attached as Exhibit “A” to said Resolution); and,

WHEREAS, by way of City of Huron Resolution 2020-43, the City authorized SSE&G to proceed with an action to quiet title on Erie County Permanent Parcel No. 42-01077.000, with estimated legal fees to be in the range of \$7500-\$10,000, and which legal fees were stated to possibly be higher depending on whether additional parties and/or additional claims are involved;

WHEREAS, SSE&G initiated said quiet title action on August 4, 2020, and the matter is currently pending in the Erie County Court of Common Pleas;

WHEREAS, from June 23, 2020 through August 30, 2020, SSE&G has expended legal fees totaling \$7,800 relating to the quiet title action, and SSE&G recommends and proposes an increase in the legal budget in an amount not to exceed an additional \$10,000 (equating to \$20,000 in the aggregate) for said quiet title action, which may be higher depending on the future course of the pending litigation;

WHEREAS, the City Council for the City of Huron finds that it is in the best interest of the City and residents of the City to enter permit SSE&G to continue the aforementioned legal action,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1: The Huron City Council authorizes the Interim City Manager to permit SSE&G to continue the pending quiet title action (and related ancillary claim(s)) for and on behalf of the City of Huron on the Showboat lands, the legal fees for which shall not exceed an additional \$10,000 (equating to \$20,000 in the aggregate) and, should accrued legal fees approach \$20,000 in the aggregate for the pending quiet title action, SSE&G shall be required to seek additional approval from the City of Huron prior to any additional legal fee expenditures beyond \$20,000 in the aggregate.

SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of Revised Code.

SECTION 3: This Resolution shall be in full force and effect from and immediately following its adoption.

ATTEST: _____
Clerk of Council

Sam Artino, Mayor

ADOPTED: _____